

Municipal Excess Liability
Joint Insurance Fund

Background Check Services

April 9, 2021

PREPARED BY:

Katie Giacalone Sales Manager 888.723.4263 ext. 7155

Fax: 910.772.1528

katieg@castlebranch.com





David Grubb The Power to Make Informed Decisions. April 7, 2021
Municipal Excess Liability Joint Insurance Fund

9 Campus Drive, Suite 216 Parsippany, NJ 07054

Dear Mr. Grubb:

Castle Branch, Inc., is pleased to respond to your recent RFQ 21-02. We would like to offer Municipal Excess Liability Joint Insurance Fund (MEL) our considerable expertise in the field of background check services, ensuring MEL members are equipped to make safe, reliable and well-informed employment decisions. We appreciate the opportunity to conduct business with you and look forward to establishing a rewarding partnership.

Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the country. A mature organization with over 400 full-time employees, we are committed to helping over 35,000 client accounts reduce risk and improve workplace security by providing highly accurate background screening results.

Currently, we understand that MEL is seeking to qualify service providers that offer background check services. To support this effort, MEL requires a sophisticated organization with significant resources and expertise. Additionally, you need a vendor that can produce results quickly and efficiently without sacrificing accuracy or opening up your members to costly litigation.

As an industry leader, CastleBranch believes it is more important than ever for employers to readily have access to the most reliable data available to protect themselves and their employees. To ensure MEL members receive the quality products and support they deserve, CastleBranch is proposing to implement the following solutions/services:

- An online platform to manage the entire background screening process
- A background screening program that uses primary sources whenever possible, ensuring MEL members have the most accurate, up-to-date results available
- The support of a large organization that can afford to follow up with county court systems and other repositories to ensure results are returned as quickly as the law allows
- Concierge-level customer support from a dedicated team of Customer Experience Specialists
- A team of compliance experts dedicated to maintaining Fair Credit Reporting Act (FCRA) rules and regulations and reducing potential risks for our clients

To address these needs, CastleBranch is proposing to implement a background screening program that prioritizes accuracy, speed and compliance for MEL. This program can be managed through our online platform, the Administrator Portal (AP), where MEL members can order, monitor and review screening results. Using this system, CastleBranch processed over 3.6 million background screening records in 2020 and maintained a 99.997 percent accuracy rate. We deliver completed results, on average, within 2.076 business days. Additionally, you will have a highly trained customer and compliance support team at your disposal, ensuring you receive the quality care and attention you deserve.

Thank you for your consideration. Please do not hesitate to contact me for any additional information or clarification.

Sincerely,

Katie Giacalone Sales Manager 888.723.4263 ext. 7155 katieg@castlebranch.com



Table of Contents

1	Administrative Documents	1
2	Pricing	8
3	Section 6.0 and 7.0	8
4	Appendix	3



Administrative Documents

Please see the following pages for required documentation outlined in the administrative documents checklist.

Administrative Documents

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
Α.	FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID	
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100 % for a period of one (1) year(s) (Required from the Awarded Contractor Upon Acceptance of Project)	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	LAH
В.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time ofbid)	
X	Required Evidence EEO/Affirmative Action Regulations	LAH
X	Disclosure of Investment Activities in Iran Form	LAH
X	Completed and Signed Proposal Page	LAH
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	LAH
C.	SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING	
	Non-Collusion Affidavit	
	Prevailing Wage Certification	
Χ	Experience and Qualifications	LAH
X	Insurance and Indemnification Certificate	LAH
	Certification of Available Equipment	
X	Pay to Play	LAH
E.	READ ONLY	
Х	Americans With Disability Act of 1990 Language	LAH

Administrative Documents

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name:	Castle Branch, Inc.	Date:	4.7.21
Authorized Representativ	e: Lauren Henderson	_	
Signature:	46	_	
Print Name 8 Title:	Lauren Henderson, Chief Financia	l Office	r

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #:	RFQ 21-02	VENDOR {BIDDER}:	Castle Branch, Inc.	

ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO PROVIDE THE INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

r	LEASE NOTE THAT IF THE VENDOR/BIDDER IS	A NON-PROPII ENTITI, THIS	FORIVI IS NOT RE	QUINED.
		PART 1	,	YES NO
,	dividuals, partners, members, stockholders, co es owning a 10% or greater interest in the Ve		limited D	X
who own 10	, "YES" above, you must disclose the following percent or more of its stock, of any class; (b) a st therein; or, (c) all members in the limited li	all individual partners in the p	partnership who	own a 10 percent or
NAME	Brett Halna du Fretay			
ADDRESS 1	1844 Sir Tyler Drive			
ADDRESS 2	·			
CITY	Wilmington	STATE NC	ZIP	28405
NAME	Ine Finley			

NAME	Derric Becker		
ADDRESS 1	1844 Sir Tyler Drive		
ADDRESS 2			
CITY	Wilmington	STATE NC	ZIP 28405

STATE NC

ZIP 28405

NAME	Jennifer Halna du Fretay		
ADDRESS 1	1844 Sir Tyler Drive		
ADDRESS 2	•		
CITY	Wilmington	STATE NC	ZIP 28405

NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE ZIP	

Attach Additional Sheets If Necessary.

1844 Sir Tyler Drive

Wilmington

ADDRESS 1

ADDRESS 2 CITY

PART 2

YES

NO

there any individuals, par	d above owning a 10% or greater interest in the Ve tners, members, stockholders, corporations, partno g a 10% or greater interest of those listed entities?	erships, or limited	
who own 10 percent of greater interest therein Please note that this disc partner, and me	pove, you must disclose the following: (a) the name or more of its stock, of any class; (b) all individual parts; or, (c) all members in the limited liability comparts shall be continued until names and address ember, exceeding the 10 percent ownership criterials.	artners in the partnershi ny who own a 10 percent ses of every non-corporat	p who own a 10 percent or or greater interest therein. te stockholder, and individual
NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE		ZIP
NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE		ZIP
NAME			
ADDRESS 1	_		_
ADDRESS 2			
CITY	STATE		ZIP
	SIRIE		
submit the name and addingreater beneficial interest in or the foreign equivalent, at the websites containing the	PART 3 eting this form, a Vendor {Bidder} with any direct of the serion of the publicly traded entity and the name of the publicly traded entity as of the last annual filing and, if there is any person that holds a 10 percent e last annual filings with the federal Securities and sof the filings that contain the information on each	and address of each pers ng with the federal Securi or greater beneficial into d Exchange Commission	son that holds a 10 percent or ties and Exchange Commission erest, also shall submit links to or the foreign equivalent and
nformation and any attach elying on the information co ertification through the cor ontained herein; that I am a do so, I will be subject to <u>cri</u>	CERTIFICATION at I am authorized to execute this certification ments hereto, to the best of my knowledge are ontained herein, and that the Vendor {Bidder} in pletion of any contract(s) with the FUND to notificate that it is a criminal offense to make a false minal prosecution under the law, and it will constitute are any contract(s) resulting from this certification	re true and complete. It is under a continuing of the FUND in writing of a statement or misrepredute a material breach of void and unenforceable.	acknowledge that theFUND in the date of thing the date of the fany changes to the information in this certification. In the graph of the services accordingly to the services are services and the services are services and the services are services and the services are services as the services are services are services as the services
Signature (Do not enter yand	-	1.7.21 ato	
Signature (Do not enter vend Lauren Henderson, Chief Fina		ate	
Print Name and Title			

56-2169613 FEIN/SSN Form AA302 Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

				SEC	TION A - CC	OMPAN	y identi	FICATIO	N				
1. FID. NO. OR SOCI	IAL SECURI	ТҮ	2. TYPE OF BUSINESS ☐ 1. MFG					ENTIRE					
30-2109013			LIAIL	J. OTTIEK					424				
4. COMPANY NAMI Castle Branch, In													
5. STREET			CIT	V		COI	JNTY	CT	ГАТЕ	ZIP C	ODE		
1844 Sir Tyler Drive Wilmin			on		w Hano		IC IC	2840					
6. NAME OF PAREN		LIATED					CIT		STA		ZIP C	ODE	_
None			`	Ź		,							
7. CHECK ONE: IS T	ГНЕ СОМРА	NY:	⊠ _{SINGLE-I}	ESTABL	ISHMENT EM	PLOYER		ПМ	ULTI-ESTAI	BLISHMENT	EMPLOY	ER	_
8. IF MULTI-EST 9. TOTAL NUMBER 10. PUBLIC AGENC	OF EMPLO	YEES A	Γ ESTABLISHN	ΓΕ ΤΗΕ MENT W	NUMBER OF HICH HAS BE	ESTAB EEN AW	LISHMEN ARDED T	ITS IN I	NJ RACT	424			_
Municipal Excess Official Use Only		Tru Con	DATE RECEIV	VED IN	CITY Pars NAUG.DATE	sippany	N	UNTY Iorris SIGNED (STA NJ CERTIFICAT	TION NUMB	ZIP C 0705 ER		_
													_
					SECTION B	- FMPL	DYMEN.	<u>LDATA</u>					_
11. Report all perma no employees in a par AN EEO-1 REPORT.	-	-							-				
JOB	ALL EMPLO	YEES COL. 2	COL. 3		PERN ************************************		<u>//INORITY</u> ******	<u>/NON-MI</u> ******		<u>PLOYEE BRE</u> *****FEMAL	<u>AKDOWN</u> _E******	******	*****
CATEGORIES	TOTAL (Cols.2 &3)	MALE	FEMALE	BLACK		AMER.	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	73	29	44	0	1	1	1	26	0	0	0	1	43
Professionals	68	42	26	1	1	1	0	39	2	0	0	1	23
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	32	20	12		1	0	1	18	0	0	0	0	12
Office & Clerical	245	87	158	6	1	0	3	77	23	5	1	5	124
Craftworkers (Skilled)	1	1	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	5	1	4	0	0	0	0	1	2	0	0	0	2
TOTAL	424	181	243	7	5	2	5	162	27	4	1	7	204
Total employment From previous Report (if any)													
Temporary & Part- Time Employees		7	Γhe data belov	v shall N	NO be inclu	d d in t	he figure	es for the	e a propria	te categori	es above.		
	0	0	0	0	0	0	0	0	0	0	0	0	0
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify) 14. IS THIS THE FIRST Employee Information Report Submitted?				ation	REPO	NO, DATE	ITTED						
13. DATES OF PAYROLL PERIOD USED From: 2/9/21 To: 2/			2/23	3/21			1. YE			MC	D. DAY Y	EAR	
	-		SEC	-	- SIGNATURE	AND IDEI	NTIFICATION	NC		-		, I	
16. NAME OF PERSO	ON COMPLE	TING FO	ORM (Print or T	ype)	SIGN	ATURE	_	TI	TLE		DATE	E O DAY Y	EAR
Lauren Henders	son				h	\checkmark		Chief	Financial C	Officer		1 1	21
17. ADDRESS NO.			CITY		COU					HONE (ARE.			
1844 Sir Tyler Dr	ive		Wilmington		New	Hanov	er NO	2	28405		888 -	723	- 4263

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limitedto, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.	25, that the person	or entity listed	l for which I am
authorized to bid/renew:			

Bidder/Offeror: _	Castle Branch, Inc.
including a person	ods or services of \$20,000,000 or more in the energy sector of Iran, or entity that provides oil or liquefied natural gas tankers, or products used natural pipelines used to transport oil or liquefied natural gas, for the energy
AND	
	stitution that extends \$20,000,000 or more in credit to another person or or more, if that person or entity will use the credit to provide goods or gy sector in Iran.
one of its parents, sub detailed, accurate and to the Division of Pur the proposal being re	rson or entity is unable to make the above certification because it or esidiaries, or affiliates has engaged in the above-referenced activities, all precise description of the activities must be provided in part 2 below chase under penalty of perjury. Failure to provide such will result in indered as non-responsive and appropriate penalties, fines and/or used as provided by law.
INVESTMENT ACT You must provide, according or one of its parents, su	ROVIDE FURTHER INFORMATION RELATED TO IVITIES IN IRAN urate and precise description of the activities of the bidding person/entity, absidiaries or affiliates, engaging in the investment activities in Iran pleting the boxes below.
Name:	Relationship to Bidder/Offeror:
Description of Activitie	es:

Duration of Engagement:		Anticipated Cessation Date:	
Bidder/Offeror Contact Name:		Contact Phone Number:	
information and any attest that I am authorentity. I acknowledge acknowledge that I are completion of any completion of information to make a false state. I am subject to crimin of my agreement(s)	ng duly sworn upon my oath attachments thereto to the brized to execute this certificate that FUND is relying on munder a continuing obligation tracts with the FUND to not contained herein. I acknownent or misrepresentation in nal prosecution under the law with FUND and that the Fortification void and unenforce	pest of my knowledge tion on behalf of the ab- the information conta- on from the date of this tify the FUND in writ- ledge that I am aware to this certification, and it and that it will also co- UND at its option ma	are true and complete. To ove-referenced person or ined herein and thereby secretification through the ing of any changes to the hat it is a criminal offense of I do so, I recognize that onstitute amaterial breach
Full Name (Print):l	Lauren Henderson	Signature:	
Title: Chief Finan	cial Officer	Date: 4.7.21	

Municipal Excess Liability Joint Insurance Fund BACKGROUND CHECK SERVICES

Mandatory Contents of Proposal to be submitted must include the following:

Proposal Form

BACKGROUND CHECK SERVICES

Submitted By:

Name of	Firm:	Castle Bran	Castle Branch, Inc.			
Address:		1844 Sir Tyler Drive, Wilmington, NC 28409				
Name of Principal Contact: Katie Giacalone, Sales Manager						
E-mail:	katieg	g@castlebran	castlebranch.com		888-723-4263 ext. 7155	

The undersigned Proposer being duly authorized and on behalf of the firm named above:

- A. Having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that the proposer (we) shall fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.
- B. In signing this proposal, we hereby certify that we possess the qualifications and credentials to perform the contract outlined in this RFP.
- C. The undersigned certifies his/her position as a representative of the named firm and is authorized by the Proposer to submit the Proposal for and bind the above-named firm and that the said Proposal is executed with full authority to do so.

D. Certification:

Authorized Signature:		4				
Title:		Chief Financial	Chief Financial Officer			
Printed Name: Lauren Hende		nderson				
E-mail:	rfp@castlebranch.com			Telephone:	888-72	3-4263
FEIN OR Tax ID Number:		56-2169613			Fax:	910-772-1528

06/03/11

Taxpayer Identification# 562-169-613/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

BUSINESS REGISTRATION CERTIFICATE OF SET THE

DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

CASTLE BRANCH, INC.

ADDRESS:

4845 SIR TYLER DRIVE LMINGTON NC 28412

EFFECTIVE DATE:

06/03/11

TRADE NAME:

SEQUENCE NUMBER:

1643941

ISSUANCE DATE:

06/03/11

Director

New Jersey Division of Revenue



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

CASTLE BRANCH, INC.

Trade Name:

Address:

1845 SIR TYLER DRIVE

WILMINGTON, NC 28405-8390

Certificate Number:

1643941

Effective Date:

June 03, 2011

Date of Issuance:

July 25, 2018

For Office Use Only:

20180725091001861

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

address: 24
If less than 5 years, list previous names and address:
Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: If yes, provide the details in on a separate page.
Have any liens and lawsuits been filed against the company in the past 5 years: Yes
If yes, please provide details:
No liens have been filed against CastleBranch. Please see the following page
for CastleBranch's five-year litigation history.
List similar services you are now providing for which you have signed contract, but not yet started work:
Castle Branch, Inc. has recently signed a contract with the County of Fairfax, VA
Department of Public Safety Communications and has not yet begun work on
this contract.

their responsibility:
Outsourcing and subcontracting are practices CastleBranch avoids. The preference is to control all facets of the background screening process internally.

List all major subcontractors to be used to complete the service and the area of

By keeping client functions in-house, we can ensure the data retrieved is from the most robust, up-to-date and reputable sources and that regulations set forth in the Fair Credit Reporting Act (FCRA) and within the federal, state and local governments are being followed.

All aspects of the client data flow, from order entry to returning results, are handled by our highly trained staff, except in instances in which records must be retrieved directly from courthouses by state or federally employed court clerks. This allows us to better maintain consistent product deliverables.

CastleBranch Inc. 5-Year Litigation History

Name of case: Erwin Indich v. Equifax Information Services, LLC; Experian Information Solutions, Inc.;

Trans Union, LLC; and Castle Branch, Inc.

Date filed: September 9, 2016

Court in which filed: U.S. District Court for the District of Colorado

Judgment or result: All claims were dismissed with prejudice.

Name of case: William O'Donnell v. Castle Branch, Inc.

Date filed: November 28, 2018

Court in which filed: United States District Court for the Western District of Michigan

Judgment or result: Voluntarily dismissed on July 3, 2019.

Name of case: Krista Leech v. Drexel University College of Nursing and Health Professions; LabCorp; and

Castle Branch, Inc.

Date filed: February 4, 2019

Court in which filed: Philadelphia County Court of Common Pleas, Pennsylvania

Judgment or result: This lawsuit is still pending, and no determination or adjudication of fault or

negligence has been made against Castle Branch, Inc.

Name of case: Kaitlin McKeon v. Nova Southeastern University, Inc. and Castle Branch, Inc.

Date filed: February 25, 2019

Court in which filed: Circuit Court of the 17th Judicial Circuit, Broward County, Florida

Judgment or result: CastleBranch was dismissed from this lawsuit.

Name of case: Cozetta Hubbard v. Castle Branch, Inc.

Date Filed: April 23, 2020

Court in which filed: United States District Court for the Western District of Virginia

Judgment or result: Stipulation of Dismissal with Prejudice of all Claims against Castle Branch, Inc.,

entered on February 18, 2021.

Experience & Qualifications Questionnaire

Experience & Qualifications Questionnaire

Address:		
Equipment/Service Provided:		
Contract Amount:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rig	•	•	endorsement(s).	<u> </u>
PRODUCER			CONTACT Jennifer Tondini NAME:	
Sentinel Risk Advisors			PHONE (919) 926-4623 FAX (A/C, No, Ext): (919) 926-4623	26-4664
4700 Six Forks Road			E-MAIL jtondini@sentinelra.com	
Suite 200			INSURER(S) AFFORDING COVERAGE	NAIC#
Raleigh	NC	27609	INSURER A: Travelers Indemity Co.of Amer.	25666
INSURED			INSURER B: Travelers Property Casualty Co. of America	25674
Castle Branch Inc.			INSURER C: Standard Fire Insurance Co.	19070
1844 Sir Tyler Dr			INSURER D: Freedom Specialty Insurance Company	22209
			INSURER E :	
Wilmington	NC	28408-8390	INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	20/21 Master	REVISION NUMBER:	
INDICATED. NOTWITHSTANDING ANY	REQUIREMENT, TERM OR CON	DITION OF ANY	ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,	

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS
RRENCE \$ 1,000,000 RENTED \$ 1,000,000 a occurrence) \$ 1,000,000
syone person) \$ 10,000 \$ ADV INJURY \$ 1,000,000
\$ 2,000,000 COMP/OP AGG \$ 2,000,000
Benefits \$ 1,000,000
\$ 1,000,000
RY (Per person) \$ RY (Per accident) \$
DAMAGE \$
motorist \$ 1,000,000
RRENCE \$ 10,000,000
\$ 10,000,000
\$
OTH- E ER
CCIDENT \$ 1,000,000
- EA EMPLOYEE \$ 1,000,000
- POLICY LIMIT \$ 1,000,000
lity 10,000,000
5,000,000 5,000,000
)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICAT	E HOLDER		CANCELLATION
	State of New Jersey 33 West State St.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	oo wood oldlo ol.		AUTHORIZED REPRESENTATIVE
	Trenton	NJ 08625	Ju Hh

PAY TO PLAY ADVISORY

Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _______ Castle Branch does not donate to any New Jersey Campaigns.



Please see the following pages for CastleBranch's pricing.

PROPOSAL SUBMISSION

Required Submission of State Forms and SBE Disclosure

A. For part time summer employees and volunteers who will be interacting with minors, including but not limited to lifeguards, camp counselors, coaches, and instructors:

		Price	Per
		Search	
(1).	National Database Criminal History Search	\$4.00 ¹	
(2).	National Sex Offender Search	\$0.00 ²	
(3).	Social Security Trace/Validation	\$0.60	

B. For full time employees in supervisory positions for programs involving minors:

		Price Per	
		Search	
(1).	National Database Criminal History Search	\$4.00 ¹	
(2).	National Sex Offender Search	\$0.002	
(3).	Social Security Trace/Validation	\$0.60	
(4).	Education Verification	\$4.80 ³	
(5).	Employment Verification	\$4.80 ³	
(6).	Credit Check	\$6.50 ⁴	
(7).	Motor Vehicle Record	\$1.70+state fe	∌e⁵
(8).	Reference Check	\$4.80	

Please see the following page for Fee Disclaimers

- C. Other Considerations: **Provided on pages 22-27**
- (1). The process should be web-based allowing the employer to fill in the appropriate information to request the background checks as needed.
- (2). The vendor should be asked to provide written documentation of their security measures to keep the information they find confidential.
- (3). Reports should be available to the employer within a reasonable time. 96 hour turn-around time. Most of this information is readily available now, so that should not be an issue.
- (4). The proposed prices shall be in effect for three years from the date of the proposal.
- (5). The employer should have the ability to print a hard copy of the reports in addition to saving a digital copy.
- (6). The vendor should be required to provide a Certificate of Insurance with coverage limits as required for all MEL vendors. In addition, the vendor should provide evidence of appropriate coverage for information conveyed to the employer that may turn out to be false.
- (7). Ideally, the vendor should be able to show that he/she has experience with municipal or county employers in New Jersey.
- D. Small Business Status: Indicate here if the proposer is registered as a small, women's, minority, vet<u>erans, business enterprise ("SWMVBE") with the New Jersey Small Business Set- Aside Program.</u>

Yes	
No	Х



Fee Disclaimers:

National Record Indicator (NRI): Cost is \$4.00 for current name and \$6.40 for all names when paired with a flat-rate county product. If not paired with a flat-rate county product, the price will be \$6.40 and \$9.60, respectively.

²National Sex Offender Search: Included in NRI. Cost as a standalone search is \$2.00.

³Verification outsourcing fees: Outsourcing employment and education information has become commonplace among larger organizations and universities. Some entities utilize third parties to house verification information, and pass-through fees, ranging between \$3.00 and \$44.50, may apply.

***Credit reports:** There is a one-time account setup fee of \$75.00 for credit reports. The Fair Credit Reporting Act mandates a physical inspection of the property in order to verify a legitimate business establishment. Total account setup time averages one to two weeks.

⁵Motor vehicle state fees: See "State Fees – Motor Vehicle Reports" chart on page 21.

Please note: State and international access fees are set by third parties (such as government agencies) outside of CastleBranch's control and are subject to change. CastleBranch will pass through the cost of these access fees directly to the client.



State Fees - Motor Vehicle Reports

State	State Fee	State	State Fee
Alabama	\$9.75	Alaska	\$10.00
Arizona	\$8.00	Arkansas	\$10.00
California	\$2.00	Colorado	\$2.00
Connecticut	\$18.00	Delaware	\$25.00
Florida	\$10.02	Georgia	\$8.00
Hawaii	\$23.00	Idaho	\$9.00
Illinois	\$12.00	Indiana	\$7.50
lowa	\$10.30	Kansas	\$11.70
Kentucky	\$5.50	Louisiana	\$18.00
Maine	\$12.00	Maryland	\$12.00
Massachusetts	\$8.00	Michigan	\$11.00
Minnesota	\$5.00	Mississippi	\$14.00
Missouri	\$6.70	Montana	\$8.25
Nebraska	\$3.00	Nevada	\$8.00
New Hampshire	\$13.00	New Jersey	\$12.00
New Mexico	\$6.50	New York	\$7.00
North Carolina	\$10.75	North Dakota	\$3.00
Ohio	\$5.00	Oklahoma	\$27.50
Oregon	\$10.90	Pennsylvania	\$13.00
Rhode Island	\$20.00	South Carolina	\$7.25
South Dakota	\$5.00	Tennessee	\$7.00
Texas	\$6.50	Vermont	\$18.00
Utah	\$11.00	Washington	\$13.00
Virginia	\$8.00	Wisconsin	\$7.00
West Virginia	\$13.40	Washington, D.C.	\$13.00
Wyoming	\$5.00	Puerto Rico	\$10.00

Please note: State access fees are set by third parties (such as government agencies) outside of CastleBranch's control and are subject to change. CastleBranch will pass through the cost of these access fees directly to the client.



C. Other Considerations:

(1). The process should be web-based allowing the employer to fill in the appropriate information to request the background checks as needed.

CastleBranch Response: CastleBranch's Administrator Portal (AP) is a secure online system through which background investigation orders are placed, monitored and reviewed. Accessible 24 hours a day, seven days a week, AP is highly flexible and will be tailored to meet the unique needs of Municipal Excess Liability Joint Insurance Fund (MEL). AP is capable of creating custom reports, modifying search qualifiers and providing multiple accounts for tracking and invoicing purposes.

Our user-friendly applications rely on state-of-the-art technology to ensure MEL benefits from fast and accurate background investigation results.

MEL members can submit orders using one of the following online options:

<u>eVite</u>

An eVite is an emailed invitation that instructs applicants how to place their own background screening orders. The eVite directs the applicant to www.CastleBranch.com, where he or she will log in to our order system. The applicant is prompted to provide all relevant personal information to complete the order.

Administrator Input

Authorized users can request services by visiting www.CastleBranch.com, where they can place an order on the applicant's behalf. Users will choose from a customized list of options or select from an array of à la carte searches.

The background investigation will begin once an order is placed. AP allows authorized users to view and monitor any orders placed for background investigations, providing data as it's received in real time on completed results as well as partial results.

(2). The vendor should be asked to provide written documentation of their security measures to keep the information they find confidential.

CastleBranch Response: CastleBranch has developed an Enterprise Information Security Policy to establish requirements for protecting the confidentiality, integrity and availability of information. Our policy covers usage, authentication, availability and auditing of data. The policy and security standards apply to everyone who works with confidential information at CastleBranch and to the physical and computer environments that support their work.

The enterprise security standards are reviewed biannually to ensure technical standards meet or exceed industry standards.

Amazon Web Services Security

CastleBranch's system is built upon Infrastructure as a Service (IAAS) offerings, as provided by Amazon Web Services (AWS). AWS maintains the security of the cloud and monitors the AWS global infrastructure, including regions, availability zones and edge locations. AWS also monitors storage, databases, networking and computing. This system maintains a wide variety of industry-



leading security certificates and is compliant with ISO 27001, ISO 9001, PCI, SOC, DOD CSM and FedRAMP.

CastleBranch System Security

In addition to the security measures taken by AWS, CastleBranch's fully web-based systems are protected by cutting-edge security software. As a member of Trustwave's TrustKeeper remote compliance program, CastleBranch's systems are scanned monthly for any security vulnerabilities. Any reported security issues are immediately remedied by IT department staff and all systems are re-scanned. CastleBranch also has firewall-protected web servers on a perimeter network (DMZ). All personally identifiable information coming into, sent out of or stored on CastleBranch systems is encrypted using TLS 1.2 (Transportation Layer Security), a secure form of HTTP communication and data at rest encryption. CastleBranch uses GoDaddy SSL certificates that offer industry-leading 256-bit encryption for supported browsers. Industry-standard firewalls are in place to further ensure unauthorized users cannot access protected information.

All internal users of systems follow ISO 27001 authentication standards. Access to systems follows the principle of least privilege. To prevent unauthorized use, unique usernames and alphanumeric passwords are required to access all internal and client-facing systems. A security symbol (a padlock or key) displays in the browser window, indicating the information is secure. Session signout for inactivity and account lockout features are also enforced to ensure authorized user access. Role-based access is enforced to ensure permissible purpose and protect confidential information.

Physical Site Security

Exterior doors at CastleBranch are equipped with card-scanning and keyed locks, barring access to the building by anyone without proper authorization. An alarm system provides an additional layer of security. Only select members of upper management possess the alarm system's deactivation code. Access to CastleBranch work areas within the building are restricted by doors equipped with locks requiring either multi-digit numerical codes or electronically scanned security cards. Numerical codes are changed at least monthly and as needed. Furthermore, security cameras linked to a CCTV system are positioned at all exterior entrances and in sensitive internal areas (e.g., the network server rooms).

Personnel Security

All CastleBranch employees undergo extensive background checks at the time of hire, receive training in Fair Credit Reporting Act (FCRA) compliance and federal and state regulations and sign a legally binding agreement stating they will use research tools only in compliance with all applicable laws. To further ensure security, only those individuals whose job duties require access to personally identifiable information (PII) can view this data. Access to networks containing PII is username-/password-protected, and all employee network activities are monitored and logged. Employees also undergo thorough security awareness training every month.

Additionally, CastleBranch employs an IT staff well-versed in information and infrastructure security. Staff certifications include CCSA, CCDA, MCSE, ITIL v3 Foundations and AWS certifications.



Applicant Information Security

CastleBranch follows all applicable federal and state laws governing the privacy of information. In an effort to help minimize risk, PII is removed from reports whenever possible.

CastleBranch takes the protection of data collected during the background screening process extremely seriously and makes every reasonable effort to protect the data. CastleBranch abides by the requirements set forth by the FCRA and Professional Background Screening Association (PBSA). Specifically, we take the following steps to ensure the confidentiality of PII:

- All of our employees complete in-depth training programs on federal guidelines regarding PII and how to handle PII while completing their work functions
- Access to areas of our systems containing PII is granted on an as-needed basis and monitored for compliance
- Employees are prohibited from discussing, sharing and disseminating any PII outside performance of normal business functions
- Upon termination of employment, login credentials are immediately revoked, preventing external unauthorized access
- PII is saved on encrypted, safe locations on our AWS infrastructure and internal server
- Hard-copy paperwork containing PII must be contained in locked storage boxes within our secure headquarters or placed in one of several locked "Shred-it" boxes
- PII is removed from reports whenever possible

(3). Reports should be available to the employer within a reasonable time. 96 hour turn-around time. Most of this information is readily available now, so that should not be an issue.

CastleBranch Response: CastleBranch delivers completed background screening results, on average, within 2.076 business days. However, unlike many in the consumer reporting industry, we also acknowledge that exceptions do exist, and we believe it is important for clients to fully understand the systemic limitations faced by all consumer reporting agencies (CRAs).

Many CRAs are quick to claim fast turnaround times, often calculated down to the minute. However, these turnaround times are typically nothing more than a manipulation of numbers – with exceptions a mile long – that gives clients a false sense of speed. (For example, a CRA may tout turnaround times for a Social Security alert taking less than 24 hours but ignore turnaround times for state and county searches, such as those in Virginia. Due to a systemic backlog for county clerks, all CRAs must wait anywhere from four to six weeks to receive primary-source records from Virginia courts.) Worse, this focus on turnaround times obscures what is truly important: accuracy and legal compliance. Fast background checks riddled with errors and/or failing to conform to local, state, federal and FCRA rules and regulations are at best useless and at worst open up your organization to harmful litigation.

In contrast to much of the industry, CastleBranch never sacrifices accuracy and compliance for speed. CastleBranch's quality assurance team audits all criminal background search hits to ensure the final reports are accurate and compliant with all federal, state and local rules and regulations. Employees are constantly measured and monitored based on their accuracy rates, and those who meet CastleBranch's high standards are regularly promoted.



In 2020, our efforts resulted in a 99.997 percent accuracy rate and an average turnaround time of 2.076 business days.

Please note: COVID-19 has greatly affected the in-person operations at courthouses across the country, impacting the ability to complete background searches within the standard turnaround times encountered previously. Courts are slowly reopening and work through the delays currently being experienced. CastleBranch is an accredited member of PBSA (formerly NAPBS), the gold-standard association for background screening professionals. PBSA is working to encourage and support courts to open up remote access alternatives that can alleviate backlogs from occurring in the future. Please see https://thepbsa.org/covid-19-resources/ for more information on how PBSA is helping our industry meet client needs during this unprecedented time.

- (4). The proposed prices shall be in effect for three years from the date of the proposal. CastleBranch Response: CastleBranch acknowledges this requirement.
- (5). The employer should have the ability to print a hard copy of the reports in addition to saving a digital copy.

CastleBranch Response: AP allows authorized users to view and monitor any orders placed for background investigations, providing data as it's received in real time on completed results as well as partial results. Our secure system is accessible online 24 hours a day, seven days a week.

MEL member users can be kept advised of a report's status through AP's roster feature. The roster keeps track of all active and inactive applicants and is automatically sorted into identifying categories such as complete, clear/compliant, hits, in process and more. These tabs give authorized users a high-level overview of the status of all applicants.

Once a background investigation is completed, our system allows applicants and clients to access an electronic PDF copy of the certified report. Applicants are provided instructions to access their electronic results via our secure system. Clients can view these reports through AP. Clients will receive email notifications as background screening reports are completed and available via AP or as partial results are returned, upon request.

Within AP, CastleBranch has created a useful selection of tools to further enhance the background screening process.

Additional reporting tools accessible through AP include:

Record Scan

This service saves administrators time and effort by providing an intuitive visual key indicating the report status. CastleBranch researchers scan all background investigation results and alert clients of their statuses using one of two easily identifiable symbols:





Complete reports are available to view through AP.

Extensive Review

Alternatively, CastleBranch staff can review background screening results and identify if a report meets the client's specified criteria. During system setup, clients can predefine rules related to certain felony and misdemeanor charges and convictions. If an applicant's record does not contain one of the predefined offenses, it will be marked with a green check mark; if the record does contain one of the predefined offenses, the applicant will be marked with the yellow caution sign. This feature allows administrators to quickly identify, via a visual indicator, which applicants meet and do not meet the client's predefined criteria.



(6). The vendor should be required to provide a Certificate of Insurance with coverage limits as required for all MEL vendors. In addition, the vendor should provide evidence of appropriate coverage for information conveyed to the employer that may turn out to be false.

CastleBranch Response: CastleBranch has provided a Certificate of Insurance on page 16.

(7). Ideally, the vendor should be able to show that he/she has experience with municipal or county employers in New Jersey.

CastleBranch Response: CastleBranch works with municipal and county employers across the country, including the Cumberland County Improvement Authority and the Middlesex County Office of Workforce Development in New Jersey. We provide services to over 600 clients in the state of New Jersey, including over 250 education programs.

As one of the nation's leading providers of background screening and onboarding solutions, CastleBranch processes millions of background screening records each year and maintains an accuracy rate of 99.997 percent. Our 400+ full-time employees, operating out of a single location, allow us to consistently deliver these highly accurate results, as well as provide completed results, on average, within 2.076 business days.



CastleBranch has leveraged over 24 years of learnings from working with municipalities, organizations, schools and employers to build a sophisticated, mature organization with significant resources to support our clients.



Section 6.0 and 7.0

6.0 MANDATORY CONTENTS OF PROPOSAL

6.1 Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.

CastleBranch Response: Castle Branch, Inc. (dba CastleBranch)

1844 Sir Tyler Drive Wilmington, NC 28405

Katie Giacalone, Sales Manager Phone: 888,723,4263 ext. 7155

Fax: 910.772.1528

Email: katieg@castlebranch.com

6.2 Completed Submission showing:

Counties served: Proposer shall indicate on the Proposal Form those counties that they
choose to serve.

CastleBranch Response: CastleBranch serves all counties in New Jersey and all states in the the country. We also have the capability to perform international searches.

• The location of the office or offices at which the proposer proposes to perform services required under this RFQ.

CastleBranch Response: CastleBranch operates from a single-location headquarters at 1844 Sir Tyler Drive, Wilmington, North Carolina. Our firm has chosen this route, as opposed to merging with or acquiring other organizations spread across the country. Our single location allows for strong internal communication and collaboration within our organization, which translates into stronger external communication, service and support for our clients. CastleBranch functions as one because we are one, allowing us to execute a singular vision and mission in service of our clients.

Indication of the services the responder is providing.

CastleBranch Response: Founded in 1997, CastleBranch is ranked among the top 10 employment screening companies in the country. A mature organization with over 400 full-time employees, we are committed to helping over 35,000 client accounts reduce risk and improve workplace security by providing highly accurate background screening results. As a consumer reporting agency, CastleBranch conducts an extensive array of investigations, each varying based on the state, county and country regulations. We also provide drug testing, fingerprinting and infectious disease screening.

 A copy of Price Sheets and Rate Schedules that will be applicable for the term of the proposal.

CastleBranch Response: Please see pages 18-21 for our pricing and related information.



Statement of how supplies not included on price sheets will be priced.

CastleBranch Response: CastleBranch has an array of a la carte searches that your representative can discuss with you as needed. We can also build custom packages that suit MEL members' specific needs.

7.0 REFERENCES AND RESOURCES

7.1 The proposer shall include at least three (3) references including the contact names, titles and phone numbers. These references must be from a municipality, housing authority, utility/sewer authority or fire district.

CastleBranch Response: Please see page 14 for our references.

7.2 A description of resources of the proposer: i.e., background, location, experience, staff resources, financial resources, other resources, and any other information that will document how the proposer meets the requirements of the RFP.

CastleBranch Response:

Background

CastleBranch, which began operations in Chapel Hill, North Carolina, in 1997, relocated to Wilmington, North Carolina, in 2002 with 32 employees. We moved to our current Wilmington location in 2009 and completed renovation of our expanded headquarters in May 2014. Today, CastleBranch is staffed by approximately 400 full-time employees, allowing us to provide our clients with industry-leading services and support.

Location

CastleBranch operates from a single-location headquarters at 1844 Sir Tyler Drive, Wilmington, North Carolina. Our firm has chosen this route, as opposed to merging with or acquiring other organizations spread across the country. Our single location allows for strong internal communication and collaboration within our organization, which translates into stronger external communication, service and support for our clients. CastleBranch functions as one because we are one, allowing us to execute a singular vision and mission in service of our clients.

Experience

CastleBranch works with municipal and county employers across the country, including the Cumberland County Improvement Authority and the Middlesex County Office of Workforce Development in New Jersey. We provide services to over 600 clients in the state of New Jersey, including over 250 education programs.

Our approach is built upon best practices derived from 24 years of industry experience. We've amassed significant market intelligence that allows us to identify emerging issues well before our customers ask about them. We've taken these learnings and instilled them into our people, our processes and our platform, establishing significant best practices in the process. Our company is structured to gather these industry best practices and filter them back to our clients, ensuring they receive the highest value and greatest return on investment.

Staff Resources

Our staff includes:



Operations Department: 150+ full-time employees

Operations is responsible for researching and verifying background screening results, and ensuring service-level agreements regarding accuracy and efficiency are met. CastleBranch employs over 150 individuals in this department, including researchers, compliance experts, quality assurance representatives, order fulfillment specialists and more for consistent delivery of fast, accurate and reliable results.

Client and Customer Support: 75 full-time employees

CastleBranch maintains two distinct and separate help desks – one for clients only and one for applicant users. This allows us to quickly provide targeted, expert assistance to our clients and their applicants during our expanded business hours.

Implementation Team: 12 full-time employees

Our implementation team employs a systematic approach to onboarding new clients, including client training and proactive check-ins to ensure a steady state of business.

Sales and Marketing: 60 full-time employees

This team is dedicated to gathering industry best practices and learnings to better serve our clients. Employees are trained to identify and solve customer problems – not to sell products.

Engineering: 48 full-time employees

CastleBranch is supported by 48 full-time, in-house engineers who are tasked with supporting, innovating and adapting to our clients' needs. CastleBranch does not outsource the development of our products or updates, allowing us to directly respond to our clients quickly and efficiently. In short, if a CastleBranch client needs technical support or additional configurations for one of our products, our team of 48 engineers is here to help.

Additionally, CastleBranch's Vice President of Integrated Solutions is available to implement an integration request with Application Program Interfaces (APIs) and has experience with of a variety of Applicant Tracking System (ATS) providers, Student Information Systems (SIS) and HR Information Systems (HRIS).

Additional Support: 75+ full-time employees

Behind the scenes, CastleBranch is further supported by another 75+ employees in a variety of departments, including Product Development, Accounting, Legal, Human Resources and more – all working to provide additional value and support to our clients.

Financial Resources

As one of the largest privately held background screening providers in the country, CastleBranch possesses abundant financial resources, assets and staff to provide the products and services requested herein.

We have consistently experienced tremendous growth in our company's history. As evidence of our economic stronghold, letters from CastleBranch's certified public accountant and banking institution have been included in the Appendix.



CastleBranch has continued to experience double-digit growth every year since 1999.

Other Resources

CastleBranch's decades of industry experience and learnings have enabled us to develop best practices for our people, processes and tools. These resources allow us to successfully partner with organizations of all sizes and scopes and include:

- A corporate learning model through which CastleBranch actively listens, learns and develops new products and services based on feedback from our nationwide customer base.
- An in-house legal team that navigates local, state, federal and FCRA requirements to make sure our solutions adhere to current and emerging best practices. This adherence to compliance has kept CastleBranch free of adverse legal action over the course of our 24year history.
- An onboarding methodology with 12 full-time, dedicated specialists that is unique and specific to our industry. Scale and complexity are met with resources, processes and throughput.
- Concierge-level support from a dedicated client support team that proactively ensures your satisfaction and success.
- A distinct and separate applicant help desk that sits alongside our client support center.
 This help desk allows applicants to contact CastleBranch for support instead of burdening clients with these requests.
- An online solution to manage the background screening process, as well as a vast network
 of nationwide sources, researchers and more to conduct the requested background
 screening searches.

No other company in our industry can claim to have the resources, expertise or commitment to growth, learning and client satisfaction as CastleBranch. Our organization has been built upon decades of best-practice learnings and is powered by hundreds of subject-matter experts, allowing us to consistently implement our services with high customer satisfaction and success.

Professional Memberships and Accreditation

CastleBranch is an accredited member of PBSA (formerly NAPBS), the gold-standard association for background screening professionals. It is estimated that this coveted credential is achieved by less than 5 percent of all background screening companies in the country; currently, CastleBranch is one of only 109 organizations to maintain this accreditation.

To become accredited, CastleBranch demonstrated compliance with the standards set by the Background Screening Credentialing Council through a rigorous process of remote and on-site audits performed by an independent third-party auditor, as well as documentation of compliant policies and processes. To maintain accreditation, companies must participate in the same stringent review process every five years.

PBSA strives to promote ethical business practices, compliance with the FCRA and awareness of issues related to consumer protection and privacy rights within the screening industry. This accreditation recognizes CastleBranch's commitment to maintaining the highest professional standards and a culture of excellence in its field.



CastleBranch is also a member of ConcernedCRAs, an organization that is dedicated to consumer protection, including the responsible use of criminal databases, opposition to off-shoring consumer data, and collaboration to improve the profession.



- **Standard Documents**
- Financial Letters
- System Demos
- **V** Sample Background Check Results
- **V** PBSA Accreditation



Standard Documents

The attached Addendum to Agreement contains various certifications that are required of procurers or users of consumer reports under the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., and generally applies to all of CastleBranch's services.

If employment verification services are requested, please note that some employers outsource the provision of employment verification information. As a result, for outsourced employment verification services, we are required by our third-party service provider to obtain agreement to the terms of the attached Statement of Service – Equifax Verification Services. Many of the exhibits to this document apply only in the event that an applicant resides in a particular state. For example, Exhibit A-2 applies only if an applicant is a resident of Vermont, and the "Vermont Fair Credit Reporting Contract Certification" is included solely for informational purposes.

If credit reporting services are requested, the attached Employment Credit Report Agreement and accompanying application are applicable, as we are required by our third-party service provider to enter into this agreement and obtain completion of this application in order to provide credit reporting services.

ADDENDUM TO AGREEMENT

- a. Client acknowledges that some or all of the products or services being procured or accessed under the Agreement may constitute "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "FCRA") or applicable state or local laws (sometimes collectively referred to herein as "consumer reports"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain, consumer reports or other information from Vendor for resale or transfer to, or use of, any other individual, entity, association, or organization unless specifically authorized by Vendor. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with the Agreement, the products or services, or otherwise are current only as of the date provided on the report or information. All "medical information", as defined under the FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under the Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that is provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.
- b. Client acknowledges that Vendor is not a law firm, is not providing legal advice to Client, and does not guarantee or warrant Client's compliance with applicable laws regarding Client's procurement, use, storage, disclosure, protection, or destruction of information or consumer reports. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, sample pre-adverse action notices, and sample adverse action notices (collectively, "Sample Forms"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein. Client understands and agrees that it is Client's responsibility to consult with its own legal counsel regarding Client's compliance with federal, state, and local laws, rules, and regulations, specifically including, without limitation, the FCRA and any laws, rules, or regulations relating to the procurement, use, storage, disclosure, protection, and destruction of information or consumer reports.
- c. Client agrees to abide by all Ban the Box laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information) and certifies that, if required under applicable law, it will not conduct a background check until after a conditional offer of employment has been provided. Client accepts full and exclusive responsibility for complying with all such laws and for using the information and consumer reports it receives from Vendor in a legally acceptable fashion.
- d. Client agrees to take precautionary measures to protect the security and confidentiality of all consumer report or other 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. Client agrees that (i) only authorized employees of Client whose employment duties involve the procurement or use of consumer reports will procure, access, or use consumer reports from Vendor; and (ii) all consumer reports obtained by Client will be kept confidential in accordance with all applicable laws and that no information from any consumer report will be disclosed except as permitted by law.
- e. Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under the FCRA, and for no other purposes.
- With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (i) no information from any consumer report will be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (ii) Client made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that (1) a consumer report or investigative consumer report, if applicable (including information as to the consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable), may be obtained by Client for employment purposes, (2) that, if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (3) that the consumer has a right to, within a reasonable period of time after the receipt by the consumer of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested; (iii) the individual with respect to whom the consumer report or investigative consumer report is being procured authorized in writing the procurement of the consumer report or investigative consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility); and (iv) Client shall comply with all applicable laws, rules, and regulations relating to the procurement, use, storage, disclosure, privacy, confidentiality, security, or destruction of personally identifiable information or consumer reports, specifically including, without limitation, all applicable requirements of the FCRA. Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.
- g. Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client shall, and hereby certifies to Vendor that it shall, 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, if the Client takes an adverse action based in whole or in part on such information, Client shall, and hereby certifies to Vendor that it shall, issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the FCRA. Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends performing an individualized assessment and/or other considerations and, if required by applicable law or regulation, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.
- h. Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). As soon as reasonably practicable following such request, but in no event later than ten (10) business days, Client shall provide to Vendor copies of all requested disclosures and authorizations. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of the FCRA to applicable consumers.

- i. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (i) information about whether an investigative consumer report has been requested; (ii) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (iii) Vendor'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.
- j. Client certifies and acknowledges that it has received and reviewed the following Federal Trade Commission notices and rules, which can be located at the following web addresses:
 - i. Notice to Users of Consumer Reports: Obligations of Users under the FCRA https://www.castlebranch.com/documents/obligations-of-users.pdf
 - ii. Summary of Your Rights Under the FCRA https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf
 - iii. Remedying the Effects of Identity Theft https://www.castlebranch.com/documents/remedying-the-effects-of-identity-theft.pdf
 - iv. Disposal of Consumer Report Information and Records https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf
- k. Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California, Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRA"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) ("CCRAA"), Client will do the following:
 - i. Request and use consumer reports, consumer credit reports, and investigative consumer reports (collectively referred to in this subsection (k) as "investigative consumer reports") solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
 - ii. When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
 - iii. When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the investigative consumer report.
 - iv. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative consumer reports that are prepared. If the consumer wishes to receive a copy of the investigative consumer report, Client shall send (or contract with another entity to send) a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is provided to Client.

v. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

Each of Vendor and Client, intending to be legally bound, has caused this Addendum to be executed by its duly authorized representative.

Castle Branch, Inc.	{Client}
By:Signature	By:
Print or Type Name	Print or Type Name
Title	Title
Date	Date

v. 3.2 1217

Statement of Service - Equifax Verification Services

Client Information:
Full Legal Name of Organization ("Client"):
CAC (office use only):
This Statement of Service – Equifax Verification Services ("SOS") is dated
019 ("effective date") and is entered into by and between Castle Branch, Inc. ("Vendor") and Client. Client and
Vendor agree as follows:

BACKGROUND:

- A. Client is party to a services agreement, Master Services Agreement, or other arrangement with Vendor (the "MSA").
- B. From time-to-time, Client procures from Vendor employment verification services ("Verification Services") pursuant to an Addendum or statement of service (the "SOS Verifications").
- C. Equifax Workforce Solutions, a/k/a Equifax Verification Services, a/k/a Equifax Verification Solutions (collectively, "EVS") operates a service for subscribing employers that provides employment verification information and data ("EVS Employment Information").
- D. Certain employers require that all employment verification requests be made through EVS and, in such circumstances, Vendor is only able to obtain employment verification for applicants or employees of that employer through EVS.
- E. Client desires that Vendor conduct employment verifications through EVS when required by the employer with which employment information is being verified.
- F. Client agreed in the SOS Verifications that Vendor may use EVS to provide Verification Services to Client, and Client agreed to pay any additional fees or other amounts charged in connection with the use of EVS.
- G. EVS requires that Client execute this SOS and agree to the provisions contained herein as a condition to Vendor's use of EVS for Client and provision of EVS Employment Information to Client.

AGREEMENT:

- 1. This SOS is incorporated into the MSA and the SOS Verifications. To the extent this SOS may conflict with the terms of the MSA and any SOS Verifications, the terms of this SOS shall control.
- 2. Client acknowledges and agrees that any failure of Client to sign and deliver to Vendor this SOS shall result in a cessation of Vendor's use of EVS to provide Verification Services to Client. In such event, the Verification Services provided to Client will not result in any information about an employee or applicant if the current or past employer of the employee or applicant uses EVS to respond to employment verification requests.
- 3. Client desires that Vendor use EVS to provide Verification Services as necessary for Client and to provide to Client EVS Employment Information.
- 4. Client agrees to pay to Vendor any additional fees and other amounts charged in connection with the use of EVS and the provision to Client of EVS Employment Information; provided, however, if Vendor agrees to charge the employee or applicant directly for Verification Services, then such amounts will be billed to the employee or applicant.
- 5. Any EVS Employment Information will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Client will request EVS Employment Information on Client's employees, and employees will be forbidden to obtain EVS Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose EVS Employment Information to the subject of the EVS Employment Information except as permitted or required by law, but will refer the subject to EVS or Vendor.
- 6. Client will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the

publishing or other disclosure of EVS Employment Information by Client, its employees or agents contrary to the conditions of Section 5 above or applicable law.

- 7. Client recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Client releases Vendor, EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Client resulting directly or indirectly from EVS Employment Information. Client covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against Vendor, EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in anyway to the accuracy, validity, or completeness of any EVS Employment Information.
- 8. Client (or, if agreed by Vendor, the applicant or employee) will be charged for the EVS Employment Information by Vendor, which is responsible for paying EVS for the EVS Employment Information; provided, however, should the underlying relationship between Client and Vendor terminate at any time during the term of this SOS, and Client procures directly from EVS the EVS Employment Information, charges for the EVS Employment Information will be invoiced to Client, and Client will be solely responsible to pay EVS directly.
- Fair Credit Reporting Act Certification. Client certifies that it will order EVS Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Client intends to use the EVS Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Client certifies that, before ordering EVS Employment Information to be used in connection with employment purposes, it will and did clearly and conspicuously disclose to the consumer, in a written document consisting solely of the disclosure, that Client may obtain EVS Employment Information for employment purposes, and it will and did also obtain the consumer's written authorization to obtain or procure EVS Employment Information relating to that consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the EVS Employment Information without first providing to the consumer to whom the EVS Employment Information relates a copy of the EVS Employment Information and a written description of the consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on Exhibit A-1 attached hereto, and also will not use any EVS Employment Information in violation of any applicable federal or state equal employment opportunity law or regulation. Client will use EVS Employment Information ordered under this SOS for the foregoing purpose and for no other purpose. Client acknowledges that it has received from Vendor a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit A-1.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Client regarding its compliance with the FCRA and other certifications in this SOS. Audits will be conducted by email whenever possible and will require Clients to provide documentation as to permissible use of particular EVS Employment Information. In addition, Vendor will be required to provide documentation indicating Vendor validated the legitimacy of Client prior to contract execution and will also provide a copy of agreement between Vendor and Client. Client gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds for immediate suspension of the service or termination of this SOS and Client's access to EVS and EVS Employment Information. If EVS terminates this SOS or Client's access to EVS or EVS Employment Information due to the conditions in the preceding sentence, Client (a) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (b) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law when ordering EVS Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"). In particular, Client certifies that it will order EVS Employment Information relating to Vermont residents that are consumer reports as defined by the VFCRA only after Client has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-2, was received from Vendor. Client will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations

promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

- 10. Data Security. This Section 10 applies to any means through which Client orders or accesses EVS Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" for purposes of this SOS means a Client employee that Client has authorized to order the EVS Employment Information and who is trained on Client's obligations under this SOS with respect to the ordering and use of the EVS Employment Information, including Client's FCRA and other obligations with respect to the access and use of consumer reports. With respect to handling the EVS Employment Information, Client agrees to:
 - a. ensure that only Authorized Users can order or have access to EVS Employment Information;
 - b. ensure that Authorized Users do not order EVS Employment Information for personal reasons or provide them to any third party except as permitted by this SOS;
 - c. inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
 - d. ensure that all devices used by Client to order or access the EVS Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;
 - e. take all necessary measures to prevent unauthorized ordering of EVS Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (i) limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know, (ii) changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Employment Information, or if Client suspects an unauthorized person has learned the password, and (iii) using all security features in the software and hardware Client uses to order EVS Employment Information;
 - f. in no event access the EVS Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals;
 - g. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Employment Information;
 - h. encrypt EVS Employment Information when it is not in use and with respect to all printed EVS Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;
 - i. if Client sends, transfers or ships any EVS Employment Information, encrypt the EVS Employment Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms;
 - j. monitor compliance with the obligations of this Section 10, and immediately notify EVS if Client suspects or knows of any unauthorized access or attempt to access the EVS Employment Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity;
 - k. not ship hardware or software between Client's locations or to third parties without deleting all Security Information and any EVS Employment Information;
 - 1. use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information

or records:

- m. use commercially reasonable efforts to secure EVS Employment Information when stored on servers, subject to the following requirements: (i) servers storing EVS Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available;
- n. not allow EVS Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices; and
- o. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.

If EVS reasonably believes that Client has violated this Section 10, EVS may, in addition to any other remedy authorized by this SOS, with reasonable advance written notice to Client and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section 10.

11. Client certifies that it has read the attached <u>Exhibit A-3</u> "Notice to Users of Consumer Reports, Obligations of Users" which explains Client's obligations under the FCRA as a user of consumer information.

Each of Vendor and Client, through its duly authorized representative, has signified its assent to the terms of this SOS by affixing its signature below.

Castle Branch, Inc.	[ENTER CLIENT LEGAL NAME HERE]
Signature	Signature
Printed name: Lauren Henderson	Print or Type Name
Title: CFO	Title
Date	Date

Exhibit A-1 to CRA Qualified Subscriber Terms and Conditions

Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - o a person has taken adverse action against you because of information in your credit report;
 - o you are the victim of identity theft and place a fraud alert in your file;
 - o your file contains inaccurate information as a result of fraud;
 - o you are on public assistance;
 - o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

Exhibit A-2 to CRA Qualified Subscriber Terms and Conditions State Compliance Matters Vermont Fair Credit Reporting Contract Certification l.

Reporting Act, 15, U.S.C. 1681 et. Seq., as am	ation, a provider of Equifax \ S.A. § 2480e (1999), as ame ended (the "FCRA") and its	"), acknowledges that it subscribes to receive Verification Solutions ("EVS") in accordance with ended (the "VFCRA") and the Federal Fair Credit other state law counterparts. In connection with mont consumers, Subscriber hereby certifies as
Subscriber certifies that it will order EVS Empl defined by the VFCRA, only after Subscriber has	oyment information relating as received prior consumer of	le provisions under Vermont law. In particular, to Vermont residents, that are credit reports as consent in accordance with VFCRA § 2480e and of § 2480e of the Vermont Fair Credit Reporting
Subscriber:	ORIGINAL -	(please print)
Signed By:		
Printed Name:	-Page-	
Title:	TO BE STATE OF THE	
Account Number:		
Date:		
Please also include the following information:		
Compliance Officer or Person Responsible for Cr	redit Reporting Compliance	
Printed Name:	***************************************	
Title:		
Mailing Address:		
City:	_ State:	Zip:
E-Mail Address:		
Phone:Fax:	<u></u>	

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
 - (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Exhibit A-3 TO CRA Qualified Subscriber Terms and Conditions

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- 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)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- 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)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. <u>Users Must Provide Certifications</u>

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. <u>Users Must Notify Consumers When Adverse Actions Are Taken</u>

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was
 made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be
 used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to
 be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be
 provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.) The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required
 above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made
 in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date
 on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal

regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(e), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does
 not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or
 the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers
 of credit or insurance by contacting the notification system established by the CRA that provided the report.
 The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, <u>www.consumerfinance.gov/learnmore</u>, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681 <i>l</i>
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y



EMPLOYMENT (PEER) CREDIT APPLICATION

Business Inform	mation - Primary Location
Company Name	
Contact Name	
Email Address	
Website Address	
Office Work days: Monday Tuesday Wednes	sday 🔲 Thursday 🔲 Friday 🔲 Saturday 🔲 Sunday
Office Hours	Years In Business
EIN/SSN (Tax ID #)	Business License Number
Dun and Bradstreet Number (D&B)	
Type of Industry	
Specific purpose for which credit report will be used	
Access Intent: Local Regional National	
Select business type:	LLC Individual/Sole Proprietor Tax Exempt
If listed on Stock Exchange, provide ticker symbol	
Number of employeesCorporate	Division
Number of Anticipated Hires Per Month	
If Partnership, provide name and addresses of all partners:	
NameAddress	SSN#
NameAddress	SSN#
NameAddress	SSN#
Phy	ysical Address
Address (PO Boxes not permitted)	
	StateZip
	ce)
Fax Number	
Mailing Address	s (if different from physical)
Address	
City	StateZip
Billing Address	(if different from physical)
Address	
City	StateZip



EMPLOYMENT (PEER) CREDIT APPLICATION

Organ	nization Banking Information	
Name of Bank	Branch	
Bank Address		
City		
Contact Name		
Contact Phone Number	Contact Fax N	Number
Contact Email Address		
Checking Account Number		
Savings/MM Number		
	dors or companies that have exten	ded you credit)
	lds are required to be filled o	
	•	
Trade Reference One of Three - Name of Business Contact Name		
Contact Fmail Address		
Contact Email Address		
Address (PO Box not permitted) City		
Trade Reference Two of Three - Name of Business		
Contact Name		
Contact Fax Number		
Contact Email Address		
Address (PO Box not permitted)		
City		
Trade Reference Three of Three - Name of Business		·
Contact Name		
Contact Fax Number		
Contact Email Address		
Address (PO Box not permitted)		
City		
The undersigned authorizes and instructs any personant line, with any information it may have in response to of the statements made above are true and completed the credit for employment screening services only.	o any inquiry from Castle Branch, In	c. The undersigned further states that all
Authorized Signature		
Title	Date	
	Document Storage	
Do you have a locking filing cabinet?		
If no, do you store documents electronically?		
What is your security protocol		



EMPLOYMENT CREDIT REPORT AGREEMENT

1. End User is a(n)	_(type of business) 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").	

- 2. 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.
- 3. 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 report; and
 - c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 4. 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 consumer's rights, in the format approved by the Federal Trade Commission.
- 5. 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.
- 6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- 7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.
- 8. 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.
- 9. Subscriber shall pay a fee for each inquiry for any of Credit Report, according to the then current published fee schedule.
- 10. Reseller shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of the information reported. In no event shall Reseller be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information. Furthermore, the Subscriber agrees to hold Reseller harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of it's obligations described herein.



- 11. This Agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year on the same basis as set forth herein. Either party may cancel this Agreement at any time upon ten (10) days prior to the end of the current monthly payment period.
- 12. It is further agreed that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.
- 13. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of Credit Reports, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall not be binding on either party until accepted by Reseller.

The person signing below has direct knowledge of all facts certified in this agreement.

Company Name	
Physical Address	
Print Name	
Authorized Signature	
Date	



RSM US LLP

300 North Third Street, Firth Floor Vollmington, North Carolina 25401

> T+1.910.762.9671 F+1.910.762.9208

> > WWW ISTRUSTORY

March 23, 2019

Ms. Lauren Henderson Chief Financial Officer Castle Branch, Inc. 1845 Sir Tyler Drive Wilmington, North Carolina 28405

Dear Lauren:

Over the last fourteen years we have worked with you in addressing accounting matters, income tax and sales and use tax planning, tax credit planning, income tax compliance and business planning. In addition, we have appreciated the opportunity to provide attestation services, and worked with you to issue audited financial statements. As always, we appreciate the attention to detail that you and your team bring to accounting and tax matters.

Castle Branch has worked diligently to create the growth the company has experienced over these last fourteen years. We know the Castle Branch team will continue to execute their business strategy and, as a result, additional growth will occur.

Thank you again for the opportunity to be of service.

Sincerely,

RSM US LLP

Heather C. Mueller, CPA

Theather C. muelle

Senior Manager



Branch Banking and Trust Company

P.O. Box 1727 Wilmington, NC 28402 (910) 815-2770

March 7, 2019

To Whom It May Concern:

Castle Branch, Inc. and its principals have been valued clients of BB&T for over sixteen (16) years. Currently we have committed lines to Castle Branch, Inc. which total to the low seven figure number. As of 03/07/2019, the balance on their lines of credit is zero and they have full of availability of their line of credit. The company's current deposit balances are in the six figure range and the twelve month average deposit balances are in the low seven figure range. All loans, lines and deposit accounts have been handled as agreed. We have enjoyed working with Castle Branch and have found the company to be very reputable and well managed. We have no knowledge of the company or its principals that would prevent you from dealing with them with the utmost confidence.

Sincerely,

BRANCH BANKING & TRUST COMPANY

Charlie Mattox Market President VI Senior Vice President

(910) 815-2715

System Demos



Order Options

DIRECT ORDERING PROCESS:



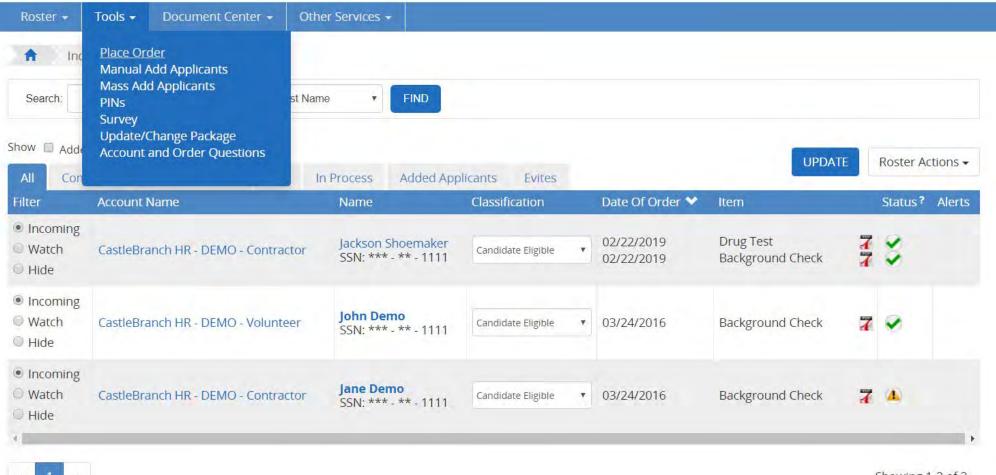
INTEGRATED PROCESS:



Admin Led Ordering









Return to Administrator Portal

Account Selection >ORDER INFORMATION PACKAGE SELECTION Choose Package Choose Package LK84 Package A INDIVIDUAL ITEM SELECTION (Standard Pricing May Apply) LK84 Package B General LK84 Package C Resid Social Security Alert LK84 Package D **County Searches** LK84dt County Civil Count PD Demo Statewide Searches Statewide Motor Vehicle Statewide Criminal View additional searches Verifications Verification Education Verification Employment View additional searches **Nationwide Searches** Nationwide Database Nationwide Sexual Offender Index View additional searches International Searches View additional searches Next Previous





PPLICANT NAME		
First Name:*	Sally	Special Client ID:
Middle Name:		
ast Name:*	Schmidt	
uffix:	•	
dd Another		
PPLICANT IDENTIFIE	RS	
ocial Security Number:*	111 - 11 - 111 Ify	ou are not a US citizen and therefore do not have a Social Security Number, please enter 111-11-1111 to proceed with your order placement
ate of Birth:*	01 , 01 , 1985	
ex:	mm dd yyyy	
ex:		
	mm dd yyyy Female Male	
PLICANT CURRENT	mm dd yyyy Female Male	•
PLICANT CURRENT	mm dd yyyy Female Male ADDRESS	
PLICANT CURRENT buntry: ddress 1:	mm dd yyyy Female Male ADDRESS	
PPLICANT CURRENT buntry: ddress 1: ddress 2:	mm dd yyyy Female Male ADDRESS	▼ Zip Code:
puntry: ddress 1:	mm dd yyyy Female Male ADDRESS	
PLICANT CURRENT buntry: ddress 1: ddress 2: ty:	mm dd yyyy Female Male ADDRESS United States of America	
PLICANT CURRENT puntry: Idress 1: Idress 2: Idress 2:	mm dd yyyy Female Male ADDRESS United States of America	
puntry: ddress 1: ddress 2: ty: DNTACT INFORMATIO	mm dd yyyy Female Male ADDRESS United States of America	
Sex: PPLICANT CURRENT ountry: ddress 1: ddress 2: ity: DNTACT INFORMATIO thone: it Phone: imail Address:	mm dd yyyy Female Male ADDRESS United States of America	



^{*} Indicates required information

Return to Administrator Portal

Account Selection >Order Information >Applicant Information >Additional Requirements >ORDER REVIEW

ORDER REVIEW

School Name: CB University Demo

CAC: EJ00

Applicant Information:

Applicant Name: sam smith DOB: 03-03-1981 SSN: 111-11-1111

ORDER INCLUDES

EJ00

County Criminal

Paris Name: sam smith State: AL County: Baldwin

Nationwide OIG Medicare Fraud

Ø 🗎 Name: sam smith

Drug Test

0 🕆 Name: sam smith

Nationwide Record Indicator Alias with SOI

Name: sam smith

Social Security Alert

Name: sam smith

Residency History

O T Name: sam smith

Medical Document Manager CRR

0 🕆 Name: sam smith

Return To: Tabitha Elger

Previous

Submit Order

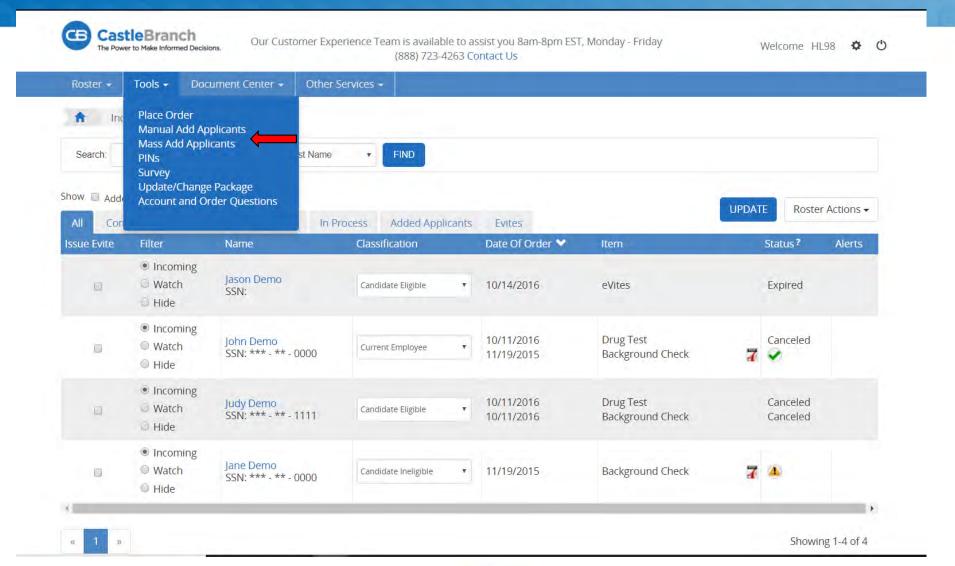
Disclaimer

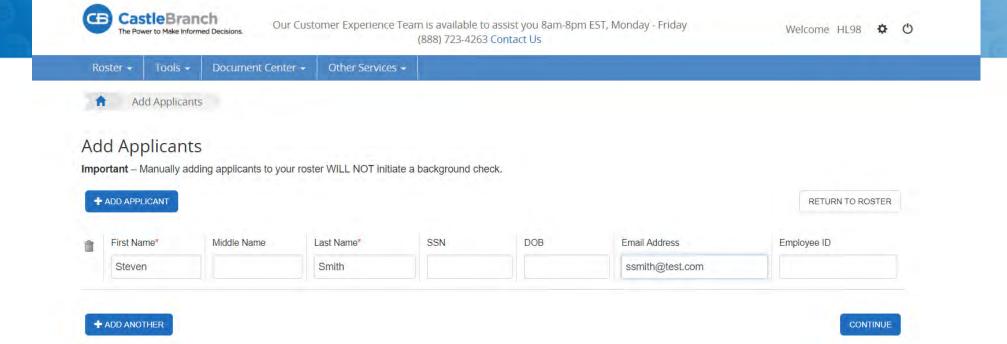


.

Evites









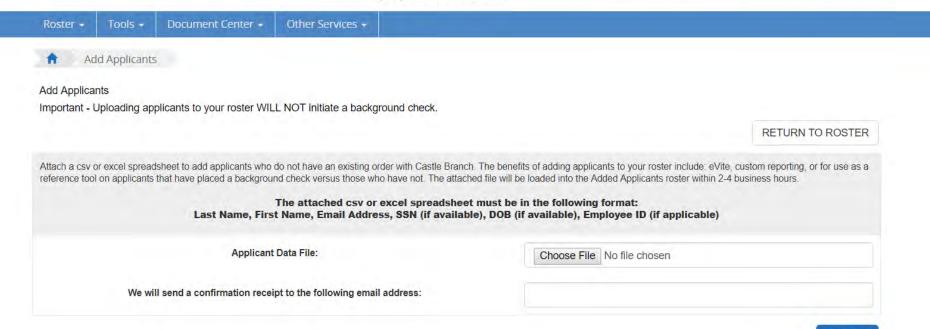
Our Customer Experience Team is available to assist you 8am-8pm EST, Monday - Friday (888) 723-4263 Contact Us

Welcome HL98

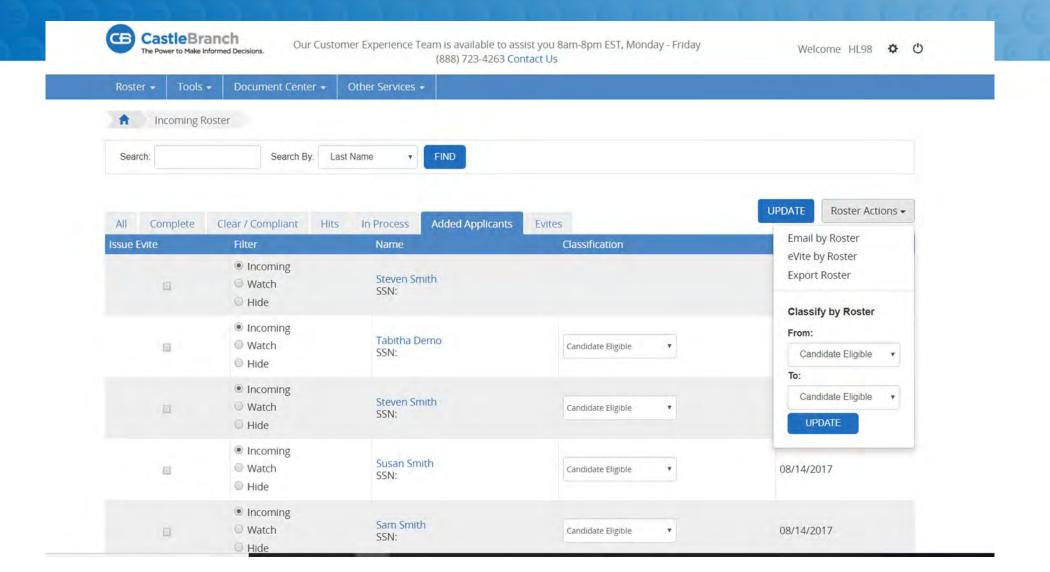


UPLOAD









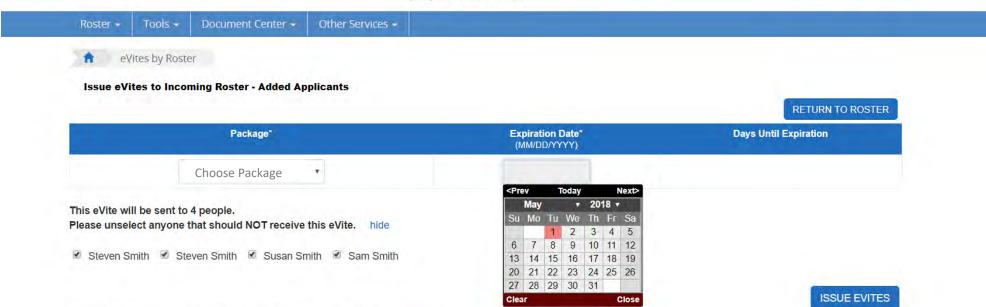


Our Customer Experience Team is available to assist you 8am-8pm EST, Monday - Friday (888) 723-4263 Contact Us

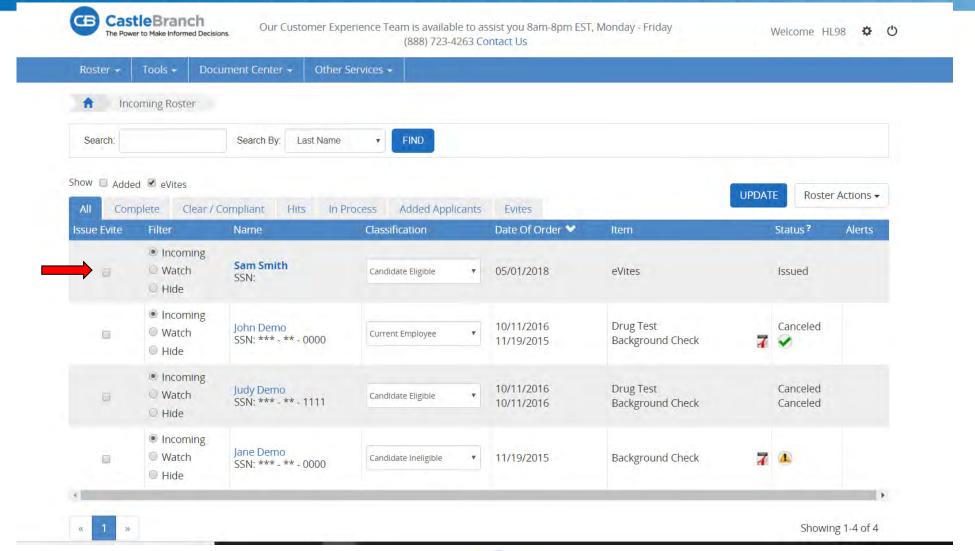
Welcome HL98

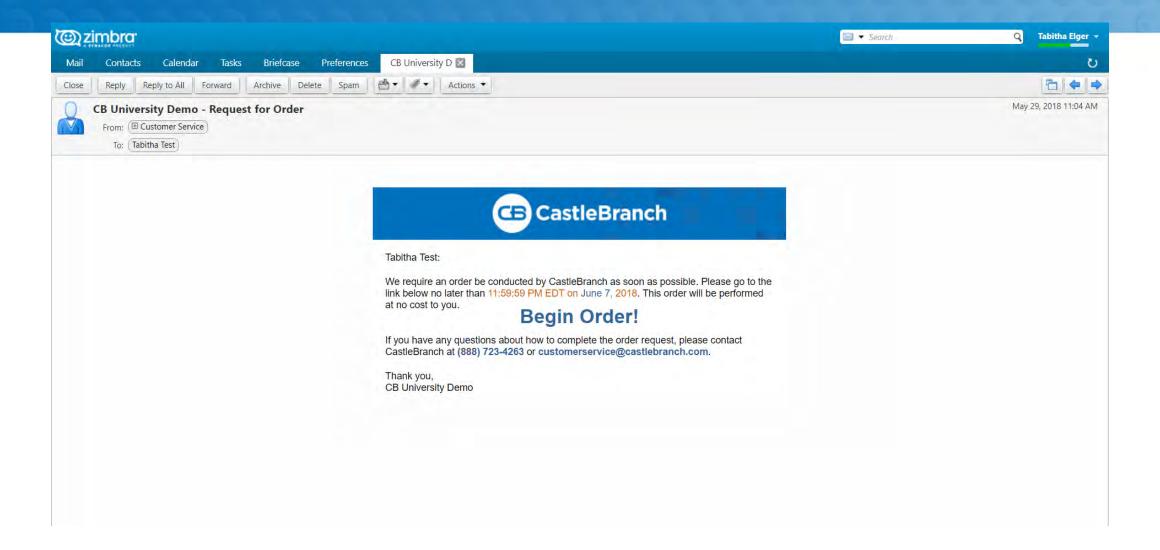


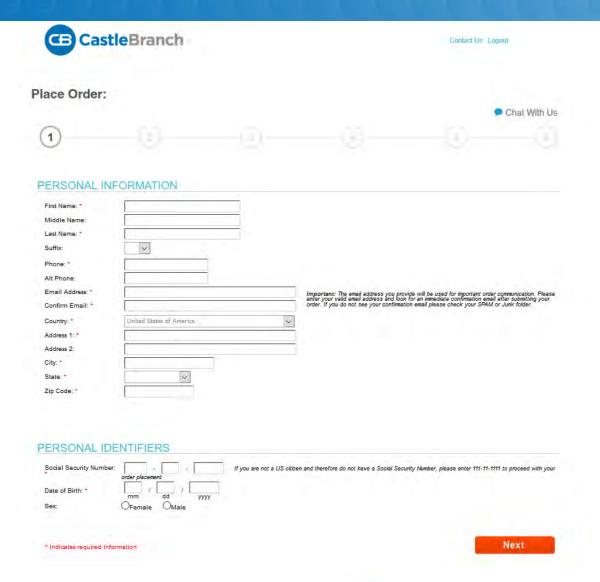




1 person does not have an email address and will not receive this eVite. show





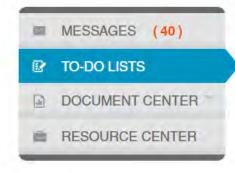


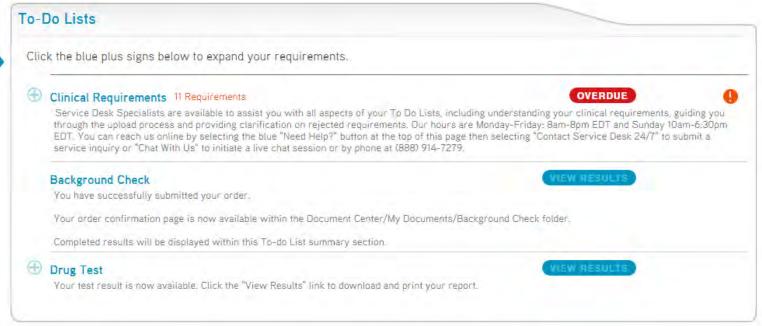




Need Help?

Did you know that we are currently in the middle of the influenza season? Make sure you are receiving the 2016-2017 strain from your healthcare provider or pharmacy. For more answers to your most frequently asked questions click here.





Roster



All Sponsored Accounts ▼

Tools -Document Center -Other Services -Roster -Incoming Roster Search By: Last Name FIND Search: Show Added eVites **UPDATE** Roster Actions -All Complete Clear / Compliant In Process Added Applicants Evites Hits Date Of Order V Status? Alerts Classification Filter Account Name Name Item Incoming Drug Test Jackson Shoemaker 02/22/2019 Watch CastleBranch HR - DEMO - Contractor Candidate Eligible SSN: *** - ** - 1111 02/22/2019 Background Check ○ Hide Incoming John Demo 7 / Watch CastleBranch HR - DEMO - Volunteer Candidate Eligible ▼ 03/24/2016 Background Check SSN: *** - ** - 1111 Hide Incoming Jane Demo Watch 7 4 CastleBranch HR - DEMO - Contractor **v** 03/24/2016 Background Check Candidate Eligible SSN: *** - ** - 1111 Hide Showing 1-3 of 3

Sample Results



RESULTS SUMMARY

CASTLEBRANCH

www.casilebranch.com PM: |9|0| 815-3880 FAX: |9|0| 815-3881

Company Name: BRENTFORD REALTY, INC.

Order Date: 01/01/2016

Company ID: BG68 Order ID: 1234-5678-1234-5678

A1B2CD date 01-01-2016

First Name: JANE Middle Name: A Last Name: DEMO

Social Security Alert

Residency History

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

A A

 ssn
 name
 date of birth
 status

 ****-***-1234
 DEMO, JANE A
 01-01-1990
 COMPLETED

ssn name date of birth status
***-**-1234 DEMO, JANE A 01-01-1990 COMPLETED

Motor Vehicle

 driving history
 license number
 state
 status

 SEE DETAIL
 1234567890
 NC
 COMPLETED

 scope requested
 7 YEARS - STANDARD
 scope returned
 STD7

Criminal Records

 records found
 name
 location
 status

 NO*
 DEMO, JANE A
 US - NC
 COMPLETED

 YES*
 JANE TEST
 US - NC
 COMPLETED

Education Verification

school status
BRENTFORD UNIVERSITY COMPLETED

Record Match

CASE NUMBER AB12345678-00 IS A CONFIRMED MATCH.

Identifiers Section

 Name on file;
 TEST, JANE

 DOB on file;
 01-01-1990

 SSN on file;
 NONE REPORTED.

 Address on file;
 NONE REPORTED.

 City;
 RALEIGH

City: RAL State: NC

Country: NONE REPORTED.

Zip: 12345

Address Verified By: NONE REPORTED.

Drivers License Number: NONE REPORTED.

General Case Information

Reported out of: RALEIGH GENERAL DISTRICT COURT, NC

Case Number: AB12345678-00
Case Status: DISPOSED

Count/Charge Information

Count:

Level of Charge: MISDEMEANOR

Charge: OPEN CONTAINER OF ALCOHOL

Plea: NONE REPORTED.

Verdict: GUILTY

Level of Conviction: MISDEMEANOR

Convicted of: OPEN CONTAINER OF ALCOHOL

Sentence: FINES, FEES
Offense Date: 10/20/2014
Trial Date: NONE REPORTED.





Misc



Client Portal



HOME PACKAGE SELECTION FAQ CONTACT US

CB University Demo Portal

This user-friendly portal guides you through program and package selection to quickly place your order and create your secure account.

After you complete your order and create your account, you can log in to your account to monitor your order status, view your results, respond to alerts, and complete your requirements. You will return to your account by logging into castlebranch.com and entering your username (email used during order placement) and your secure password.

Now let's get started by clicking the Place Order button below.









RESULTS SUMMARY

CASTLEBRANCH

w w w . c a s t l e b r a n c h . c o m PH: (910) 815-3880 FAX: (910) 815-3881

Company Name: BRENTFORD REALTY, INC

Order Date: 01/01/2016

Company ID: BG68 **Order ID:** 1234-5678-1234-5678

ePass A1B2CD date 01-01-2016

First Name: JANE Middle Name: A Last Name: DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Social Security Alert			
ssn	name	date of birth	status
***-**-1234	DEMO, JANE A	01-01-1990	COMPLETED
Residency History			
ssn	name	date of birth	status
***-**-1234	DEMO, JANE A	01-01-1990	COMPLETED
Motor Vehicle			
driving history	license number	state	status
SEE DETAIL	1234567890	A CONTRACTOR OF THE PROPERTY O	COMPLETED
scope requested	7 YEARS - STANDARD		
Criminal Records			
records found	name	location	status
YES*	DEMO, JANE A	US - NC	COMPLETED
YES*	JANE TEST	US - NC	COMPLETED
Federal Criminal			
records found	name	location	status
YES - FELONY CONVICTION	DEMO, JANE A	US - NATIONWIDE	COMPLETED
NW Healthcare Fraud & Abuse Sca		\	
records found	name	location	status
YES*	DEMO, JANE A	US - NATIONWIDE	COMPLETED
International Criminal			
records found	name	location	status
YES*	DEMO, JANE A	PUERTO RICO	COMPLETED
Patriot Act			
records found	name	ssn	status
YES*	DEMO, JANE A	***-**-1234	COMPLETED
Education Verification			
school			status
BRENTFORD UNIVERSITY			COMPLETED
Employment Verification			
employer			status
COMPANY A			COMPLETED
COMPANY B			ORDERED
COMPANY C			

Sex Offender Index

records found	name	location	status
YES*	DEMO, JANE A	US - NC	COMPLETED

Professional License Verification

license type	status
CNA	COMPLETED

*Castle Branch is not affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC), and can not provide a certified or other official record of any court proceeding. Castle Branch is solely responsible for the content of this report. Questions or concerns about any content must be directed to Castle Branch.

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The North Carolina Administrative Office of the Courts (NCAOC) is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NCAOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the county of record.

All searches have a minimum scope of 7 years unless otherwise noted. The proceeding records may belong to the individual in question. A series of identifiers, including all or some combination of the following, were used in reporting these records: name, date of birth, address, sex, race, and social security number. Criminal records generally do not include a social security number. As a result, Castle Branch makes no claim or guarantee that these records belong to the





MOTOR VEHICLE RECORD RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: US - NORTH CAROLINA

License Information

<u>License Number</u> <u>State</u> <u>Status</u> <u>Total Points</u>

1234567890 NC ACTIVE 0

 Class
 Issue Date
 Expiration Date

 C
 01-01-11
 01-01-16

Restrictions

Endorsements

Actions

<u>Date</u>	Action End Date	Action	<u>Description</u>	Points
01-01-16	01-01-16	REN ISS	CLS C EN:	0
01-01-15		ACDNT	RANDOLPH COUNTY, NC	0
01-01-14	01-01-14	ORG ISS	ID EN:	0

Notes

1. PLEASE NOTE MIDDLE NAME ON FILE.





SOCIAL SECURITY ALERT RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: US - NATIONWIDE

Applicant Provided Information

Social Security Alert

Based on a search of public and private databases, the following information is associated with the provided social security number:

<u>name information</u> <u>date of birth information</u>

 JANE A TEST
 01-01-1990

 JANE A DEMO
 01-01-2015

 JANE TEST
 01-01-1990

The only way to verify a Social Security Number is through the Social Security Administration (SSA). The SSA does not allow third parties, including employment screening companies, to verify Social Security Numbers. Verification of a Social Security Number can be done only by employers and only after they have extended a job offer to an individual. To verify an employee's Social Security Number, call 1-800-772-6270. Please have the employee's name as it appears on the Social Security card, Date of Birth, Sex, and your company's Federal EIN number ready to expedite this process.





STATEWIDE CRIMINAL RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990 Social Security Number (SSN): ***-

**-1234 Location: US - NORTH CAROLINA

Scope: 2009-2016

Record Match

CASE NUMBER AB12345678-00 IS A CONFIRMED MATCH.

Identifiers Section

Name on file: TEST, JANE DOB on file: 01-01-1990

SSN on file: NONE REPORTED.

Address on file: NONE REPORTED.

City: RALEIGH State: NC

Country: NONE REPORTED.

Zip: 12345

Address Verified By: NONE REPORTED.

Drivers License Number: NONE REPORTED.

General Case Information

Reported out of: RALEIGH GENERAL DISTRICT COURT, NC

Case Number: AB12345678-00
Case Status: DISPOSED

Count/Charge Information

Count:

Level of Charge: MISDEMEANOR

Charge: OPEN CONTAINER OF ALCOHOL

Plea: NONE REPORTED.

Verdict: GUILTY

Level of Conviction: MISDEMEANOR

Convicted of: OPEN CONTAINER OF ALCOHOL

Sentence: FINES, FEES
Offense Date: 10/20/2014

Trial Date: NONE REPORTED.

Disposition Date: 10/27/2014



COUNTY CRIMINAL RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 Item Date: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: US - NORTH CAROLINA - NEW HANOVER COUNTY, NC

Scope: 2009-2016

Record Match

CASE NUMBER 14CR56745 IS A CONFIRMED MATCH.

Identifiers Section

Name on file: JANE A DEMO DOB on file: 01/01/1990 SSN on file: ***-**-1234 Address on file: *** MAIN ROAD City: LIBERTY State: NC USA Country: Zip: 12345

Address Verified By: NONE REPORTED. Drivers License Number: NONE REPORTED.

General Case Information

Reported out of: NEW HANOVER COUNTY COURT, NC

Case Number: 14CR56745

Case Status: WARRANT RETURNED UNSERVED

Count/Charge Information

Count:

Level of Charge: MISDEMEANOR SIMPLE WORTHLESS CHECK \$1500.00

SIMPLE WORTHLESS CHECK \$1500.00 Charge:

Plea: NONE REPORTED. Verdict: NONE REPORTED. Level of Conviction: NONE REPORTED.

Convicted of: NONE REPORTED. Sentence: NONE REPORTED. Offense Date: 12-23-2013

Trial Date: NONE REPORTED. NONE REPORTED. Disposition Date:



Federal Criminal Nationwide Results

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 Item Date: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: US - NORTH CAROLINA - NEW HANOVER COUNTY, NC

Scope: 2009-2016

Record Match

CASE NUMBER 1:12-CR-01010-XYZ-2 IS A CONFIRMED MATCH. FELONY CONVICTION

Identifiers Section

Name on file: DEMO, JANE A DOB on file: NONE REPORTED. SSN on file: NONE REPORTED.

Address on file: **** EXAMPLE RD, ASHEBORO, NC 12345-1234

City: NONE REPORTED. State: NONE REPORTED. Country: NONE REPORTED. Zip: NONE REPORTED. Address Verified By: NONE REPORTED. Drivers License Number: NONE REPORTED.

General Case Information

DISTRICT OF MONTANA (BILLINGS) Reported out of:

Case Number: 1:12-CR-01010-XYZ-2

Case Status: DISPOSED

Count/Charge Information

Count: 1 Level of Charge: **FELONY**

CONSPIRACY TO POSSESS WITH INTENT TO DISTRIBUTE MARIJUANA Charge:

Plea: **GUILTY** Verdict: **GUILTY**

Level of Conviction: **FELONY CONVICTION**

Convicted of: CONSPIRACY TO POSSESS WITH INTENT TO DISTRIBUTE MARIJUANA

16 MONTHS PRISON;4 YEARS SUPERVISED RELEASE;NO Sentence:

ALCOHOL/DURGS;SUBSTANCE ABUSE TESTING/TREATMENT;ASSESSMENT

Offense Date: 03/22/2012

Trial Date: NONE REPORTED.

Disposition Date: 10/18/2012

Notes

PLEASE SEE ATTACHED DOCKET SHEET & JUDGMENT FOR FURTHER INFORMATION 1.



NW Healthcare Fraud & Abuse Scan Results

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Scope: 2009-2016

Record Match

RECORDS FOUND.

Identifiers Section

Name on file: DEMO, JANE A DOB on file: NONE REPORTED. SSN on file: NONE REPORTED. Address on file: NONE REPORTED. City: NONE REPORTED. NONE REPORTED. State: NONE REPORTED. Country: Zip: NONE REPORTED. Address Verified By: NONE REPORTED. Drivers License Number: NONE REPORTED.

Notes

- PLEASE SEE ATTACHMENT
- 2. OBTAINED RECORD MATCH THROUGH PROFESSIONAL LICENSE NUMBER PROVIDED BY APPLICANT: 123456



CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Information Found on File

Applicant Name: Demo, Jane A

Applicant DOB: Not provided

Applicant Address: Not provided

License State: Texas

License Type: Registered Technician

License Number: 123456

Status of License: Active

Source of Action: Texas State Board of Pharmacy

Action Description:

10/30/2014: An Agreed Board Order is filed by the Texas State Board of Pharmacy. On May 14, 2014, the applicant submitted a fraudulent application for registration as a pharmacy technician trainee to the Texas State Board of Pharmacy. It is Ordered that the applicant shall pay an administrative penalty and any costs associated with this Order within 90 days after the entry of this Order.



INTERNATIONAL CITYWIDE CRIMINAL RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date:** 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: PUERTO RICO Scope: 2009-2016

Record Match

CASE NUMBER CPD2005A0123 IS A CONFIRMED MATCH.

Identifiers Section

Name on file: DEMO, JANE A DOB on file: 01/01/1990 SSN on file: NONE REPORTED. Address on file: NONE REPORTED. City: NONE REPORTED. State: NONE REPORTED. Country: NONE REPORTED. Zip: NONE REPORTED. Address Verified By: NONE REPORTED. Drivers License Number: NONE REPORTED.

General Case Information

Reported out of: ARECIBO, PUERTO RICO

Case Number: CPD2005A0123
Case Status: DISPOSED

Count/Charge Information

Count:

Level of Charge: MENOS GRAVE

Charge: THEFT

Plea: NONE REPORTED.

Verdict: GUILTY

Level of Conviction: MENOS GRAVE

Convicted of: THEFT

Sentence: NONE REPORTED.

Offense Date: NONE REPORTED.

Trial Date: NONE REPORTED.

Disposition Date: 05/26/2005

Case Notes

1. FILE DATE: 03/24/2005

2. SOCIAL SECURITY NUMBER ON RECORD IS A FULL MATCH TO APPLICANT



PATRIOT ACT RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Scope

SEARCH OF ALL INDIVIDUALS ACTIVELY REGISTERED IN THE PATRIOT ACT SEARCH REGISTRY.

Record Match

THIS PERSON IS CURRENTLY LISTED IN THE PATRIOT ACT SEARCH REGISTRY.

Identifiers Section

Name on file: JANE A DEMO DOB on file: 01/01/1990 SSN on file: ***-**-1234 Address on file: *** MAIN ROAD City: **LIBERTY** State: NC Country: USA 12345 Zip:

Address Verified By: SOCIAL SECURITY TRACE

Drivers License Number: NONE REPORTED.





RESIDENCY HISTORY RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Location: US - NATIONWIDE

Applicant Provided Information

Residency History

<u>name</u> <u>address</u> <u>dates</u>

 JANE A TEST
 **** MAIN RD,LIBERTY,NC 12345-1234
 08/2005 TO PRESENT

 JANE A DEMO
 **** EXAMPLE RD,ASHEBORO,NC 12345-1234
 05/31/2012 TO 01/01/2016

 JANE TEST
 **** EXAMPLE RD,ASHEBORO,NC 12345-1234
 05/31/2012 TO 01/01/2016



^{*}It is possible for names, addresses, and/or dates to be reported that are not legitimately connected to the identifiers submitted in the search. Inaccurate information is typically caused by a data entry error in a credit data system in the past.



Nationwide Sex Offender Index Results

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Scope: 2009-2016

Record Match

CASE NUMBER ID # 00000 IS A CONFIRMED MATCH. FELONY CONVICTION

Identifiers Section

Name on file: DEMO, JANE A DOB on file: 01/01/1990 SSN on file: NONE REPORTED. Address on file: NONE REPORTED. City: NONE REPORTED. NONE REPORTED. State: NONE REPORTED. Country: Zip: NONE REPORTED. NONE REPORTED. Address Verified By: Drivers License Number: NONE REPORTED.

General Case Information

Reported out of: VIRGINIA
Case Number: ID # 00000

Case Status: STATUS RECORD

Count/Charge Information

Count:

Level of Charge: FELONY

Charge: 2ND DEGREE RAPE NONE REPORTED.

1

Verdict: GUILTY

Level of Conviction:
Convicted of:
Sentence:
Offense Date:
Trial Date:
Disposition Date:

FELONY CONVICTION
2ND DEGREE RAPE
NONE REPORTED.
NONE REPORTED.
NONE REPORTED.
NONE REPORTED.

Case Notes

COUNTY OF CONVICTION: FAIRFAX. INITIAL REGISTRATION DATE: 04/17/2014.



EDUCATION VERIFICATION RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Applicant Provided Information		Information Verified
Institution:	BRENTFORD UNIVERSITY	VERIFIED
Degree/Major:	DPT DEGREE	PROVIDED BY CONTACT - DOCTOR OF PHYSICAL THERAPY
Dates Attended From:	NOT PROVIDED	PROVIDED BY CONTACT - 09/01/2009
Dates Attended To:	NOT PROVIDED	PROVIDED BY CONTACT - 05/13/2012
Date of Graduation:	NOT PROVIDED	PROVIDED BY CONTACT - 05/13/2012

Contact Information Provided

Contact Name:

Title:

Telephone:

Fax Number:

Email:

Website:

Education Record Verified By

STUDENT CLEARINGHOUSE

Con	tact	н	ct	OPV
COIL	LOLL	ш	131	ULY

date of contact	contact info	attempt type
01/01 09:46 01/01 11:03	STUDENT CLEARINGHOUSE	RESEARCH ENTERED RESULTS





EMPLOYMENT VERIFICATION RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date**: 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Applicant Provided Information	Information Verifie
--------------------------------	---------------------

Company: COMPANY A VERIFIED Position: PHYSICAL THERAPIST VERIFIED

 Date From:
 07/2012
 PROVIDED BY CONTACT - 08/16/2012

 Date To:
 01/2016
 PROVIDED BY CONTACT - 10/20/2014

Salary: NOT PROVIDED UNABLE TO VERIFY

Contact Information Provided Employment Record Verified By

Contact/Supervisor: JOE SMITH - MANAGER

Telephone: 123-456-7890 123-456-7890 Fax Number:

Contact History

Email: Website:

date of contact	contact info		attempt type
01/01 14:56		123-456-7890	CALL
01/01 09:28	JOE SMITH - MANAGER	123-456-7890	ENTERED RESULTS

Additional Questions

Question #1: IS THE APPLICANT ELIGIBLE FOR REHIRE?

Response: NO.



PROFESSIONAL LICENSE VERIFICATION RESULTS

CASTLEBRANCH

www.castlebranch.com PH: (910) 815-3880 FAX: (910) 815-3881

Company: BRENTFORD REALTY, INC

Order ID: 1234-5678-1234-5678 **Item Date:** 01/01/2016

Name: JANE A DEMO

Date of Birth (DOB): 01-01-1990

Social Security Number (SSN): ***-**-1234

Contact Information Pr	ovided	Professional License	Verified By
Type of License:	CNA	VERIFIED	
State of Issue:	AZ	VERIFIED	
License Number:	CNA1000012345	VERIFIED	
Issue Date:	09/19/2015	VERIFIED	
Expiration Date:	09/30/2020	VERIFIED	

Applicant Provided Information

Information Verified

Contact Name: HTTPS://AZBN.BOARDSOFNURS

Department/Title:

Telephone: 000000000000

Fax Number: Email: Website:

Contact History

date of contact	contact info		attempt type
01/01 13:46			RESEARCH
01/01 13:52	HTTPS://AZBN.BOARDSOFNURS	00000000000	ENTERED RESULTS

Summary

THE CONTACT VERIFIED THE APPLICANT WAS ISSUED A CNA LICENSE ON 09/19/2015. THE LICENSE EXPIRES ON 09/30/2020.



JANE A DEMO

Viewing a Background Check

Background check results from Castle Branch, Inc. are available online at www.CastleBranch.com. To view results for the applicant above, enter the ePass provided below in the "view background check" box on the website. Individual applicants may also review their results using this information.

Castle Branch background check results contain a seal of certification and a unique password (ePass). As requested, background check results may be faxed, emailed or printed. Reviewing a background check directly from the Castle Branch website provides a real-time look at results. This assures that the results are accurate and the applicant has not tampered with them.

ePass

date 01/01/2016

Please contact us with any questions that you may have, or if your organization would like more information about our services.

Phone: (888) 723-4263

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed

or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.
- b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:
- 2. To the extent not included in item 1 above:
- National banks, federal savings associations, and federal branches and federal agencies of foreign banks
- b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act
- c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
- d. Federal Credit Unions
- 3. Air carriers
- 4. Creditors Subject to Surface Transportation Board
- 5. Creditors Subject to Packers and Stockyards Act, 1921
- 6. Small Business Investment Companies
- 7. Brokers and Dealers
- 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations
- 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

- a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
- b. Federal Trade Commission: Consumer Response Center FCRA Washington, DC 20580 (877) 382-4357
- a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
- Federal Reserve Consumer Help Center P.O. Box 1200
 Minneapolis, MN 55480
- c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
- d. National Credit Union Administration
 Office of Consumer Protection (OCP)
 Division of Consumer Compliance and Outreach (DCCO)
 1775 Duke Street
 Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590
Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street S.W.
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
Securities and Exchange Commission 100 F St NE
Washington, DC 20549
Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



The Background Screening Credentialing Council granted Reaccreditation status to

Castle Branch, Inc.

on the 10th Day of January, 2019.