



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

August 26, 2024

Trusecree Inc
Attn: Anthony D'Orazio
PO Box 1675
Southampton, PA 18966

Dear Mr. D'Orazio:

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-1966-2023
Commodity/Service: Employment Screening Services and Alcohol and Controlled Substance Testing Services
Renewal Period: December 1, 2024 - November 30, 2025
Renewal #: (1 of 4) one-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement by September 3.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,
Kim Widrig
Senior Buyer

Telephone: (540) 231-8543

Trusecree Inc **agrees** to renew the contract under the terms and conditions of the subject contract.

Authorized Signature: _____

Date: 9/3/2024

Name: _____

Anthony D'Orazio
(please print)

Title: CEO

We currently participate in the Wells One Program. _____

We would like to participate in the Wells One Program. X

Approved: _____

DocuSigned by: _____

Reed Nagel
5EF51DA320D049B...
Director of Procurement

Date: _____

9/4/2024

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1966-2023

This contract entered into this 18th day of October 2023 by Truescreen, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:


SCOPE OF CONTRACT: The Contractor shall provide Employment Screening Services and Alcohol and Controlled Substance Testing Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From December 1, 2023 through November 30, 2024 with the option of four (4) one-year renewals.


COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 49302211 dated October 5, 2022, together with Addendum Number 1 To RFP dated October 31, 2023, Addendum Number 2 To RFP dated November 16, 2023, Addendum Number 3 To RFP dated December 19, 2023, the proposal submitted by the Contractor dated January 5, 2023, Fair Credit Reporting Act/Credit Bureau Requirements (Attachment 2) along with the Index of Schedules & Exhibits, and the Negotiation Summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.


(Initials)

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: 
(Signature)
Anthony D'Orazio
Name and Title
CEO

Virginia Tech
By: 
Mary W. Helmick
Director of Procurement

RFP



Request for Proposal # 49302211

For

Employment Screening Services

And

Alcohol and Controlled Substance Testing Services

October 5, 2022

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 49302211, Employment Screening Services and Alcohol and Controlled Substance Testing Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until January 4, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer, Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 12:00 PM on December 5. Inquiries must be submitted to the procurement officer identified in this solicitation.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on November 2 at 2:00 PM. See RFP Section IX, Pre-proposal Conference for additional information.

PROPOSAL SUBMISSION:

Proposals may NOT be hand delivered to the Procurement Office.

Virginia Tech has partnered with Bonfire Interactive to create a new procurement portal that will allow you to access business opportunities and submit bids and proposals to Virginia Tech digitally.

Proposals must be submitted electronically at:

<https://procurement-vt.bonfirehub.com/>.

Vendors are requested to visit the new Procurement Portal then follow the link to the Bonfire vendor registration page to register your company. Registration is easy and free. If you have any challenges with the registration process, please contact Bonfire Interactive Support at support@gobonfire.com.

It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Log into your Bonfire Vendor account in order to access the opportunity and begin preparing your submission. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

For a quick tutorial on how to upload a submittal, visit: https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-?_ga=2.42375717.1472165071.1588110542-997330893.1585332052

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 1000MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations for Employment Screening Services, and for Alcohol and Controlled Substance Testing Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech desires an employment screening provider that will assist them in the hiring process by facilitating a timely and efficient online process. Background checks, driving checks, and/or other related requests are to be conducted on the selected applicants based on university policy. Virginia Tech expects to process around 4,000 background checks annually.

The Department of Transportation (DOT) promulgated regulations which require employers to conduct alcohol and controlled substance testing of employees who are required to possess commercial driver's licenses (CDL) and deemed safety sensitive aviation employees (such as pilots). Additionally, in accordance with the Federal Motor Carrier Safety Administration (FMCSA) Final Rule, each applicant or current employee required to possess a CDL is subject to a pre-employment or annual search, respectively, of the FMCSA Drug and Alcohol Clearinghouse. All new employees in positions with CDL requirements and newly-hired Virginia Tech pilots will be required to undergo pre-employment testing. The annual rates of random testing for CDL holders and safety sensitive aviation employees are established by the DOT and subject to change. Additionally, testing will be performed following qualifying accidents, upon reasonable suspicion and follow-up to positive results. Virginia Tech also conducts pre-employment, random, post-accident, reasonable suspicion and follow-up drug testing on select non-DOT employees.

Proposals will be considered for one or both of the required services. Your proposal should include details based upon the services you can provide and clearly indicate what services will be provided.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for one (1) year, or as negotiated. There will be an option for four (4) one-year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the

eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

A. The Contractor shall provide the following for employment screening services:

1. Provide criminal background checks (including misdemeanors and felonies) at the county, national, and federal levels. Additional services required include, but are not limited to, social security trace, sex offender registry, and motor vehicle reports.

2. Provide international screening options such as conviction checks, driving checks, watch lists, sanction screening, and other relevant reports.
 3. Comprehensive quality results that deliver the complete profile of the prospective employee.
 4. Ability to process custom case requests as needed.
 5. A paperless system that allows the highest tracking efficiency: web-based data entry, real time status updates via the web, email alerts on completed checks.
 6. Invoices delivered electronically to the various business units on a monthly basis.
 7. A dedicated account manager for personalized customer service via email and phone. Further, Virginia Tech expects the same level of service to be provided by the dedicated account manager's backup as would be received from the dedicated account manager.
 8. Ability to produce various data reports upon request or at certain intervals and ad hoc reports as needed.
 9. Provide additional service options such as credit checks, reference checks, degree verifications and other employment screening functions as requested.
 10. Ability to provide automated electronic and paper Pre-Adverse and Adverse action notices and communication, as requested, with options for customization per individual state law.
 11. Provide an electronic back-up of data and allow access for at least five (5) years past contract end date.
 12. The capability to integrate with Virginia Tech's new hire infrastructure which includes the ability to:
 - a. Integrate with other Virginia Tech systems in order to initiate screening, report status and/or issues, and deliver results effectuating streamlined, efficient administrative procedures. Depending on the implementation details, integration could include the New Hire Center (Equifax), PageUp Applicant Tracking System, Banner Enterprise Resource Planning System (Banner), and/or various business workflow/integration systems (TeamDynamix or others).
 - b. Provide your system's capabilities to accept/provide integrations via 1) batch/nightly processing, 2) real time Application Programming Interface (API), and 3) any other relevant capability.
 - c. Provide technical details and reference from prior integrations demonstrating your system's capabilities referencing VT's systems listed in (a) and (b) above.
 14. Provide a fast turnaround time which is defined as immediate up to 72 hours with most results returned within 48 hours.
- B. The Contractor shall provide the following for alcohol and controlled substances testing services:
1. All labor, equipment, materials, supplies required for program administration, sample collection and analysis, and results reporting services. See Attachment B for type of tests and estimated quantities.

2. C/TPA and Program administration services to include:

- a. Maintaining a list of Virginia Tech CDL holders, pilots, police and safety sensitive positions to include names, identifying numbers as provided by Virginia Tech's Human Resources.
- b. Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VT requirements.
- c. Supplying services of a Medical Review Officer, meeting certification requirements as indicated by DOT regulations, for review of testing results and timely communication with Virginia Tech authorized personnel.
- d. Communicate with authorized person(s) at Virginia Tech regarding drug screenings and/or results; finalized results should be provided via electronic system.
- e. Providing electronic results to Virginia Tech within two (2) business days of the medical review results.
- f. Maintaining records of instrument calibration and quality control if applicable.
- g. Maintaining and producing for Virginia Tech all DOT testing records, forms and reports in accordance with DOT regulations.
- h. Permitting access to all facilities utilized by the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over Virginia Tech.
- i. Providing c/TPA services for the FMCSA Clearinghouse including conducting pre-employment and annual queries, and reporting drug and alcohol violations of CDL holders through the FMCSA Alcohol and Drug Clearinghouse.
- j. Ability to provide automated electronic and paper Pre-Adverse and Adverse action notices and communication for pre-employment drug screenings and/or Clearinghouse queries as requested.
- k. Ability to provide services to meet requirements set forth in DOT regulations regarding driver qualification files and required pre-employment drug and alcohol testing documentation.

3. Urine controlled substances testing services to include:

- a. Conducting random drug screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.
- b. Conducting pre-employment, reasonable suspicion, post-accident, and return-to-work testing upon request of Virginia Tech.
- c. Providing collection on a 24-hour basis for post-accident and reasonable suspicion testing.
- d. Ensuring a legal chain of custody.
- e. Providing DOT and non-DOT testing panels.
- f. Complying with procedures outlined in DOT regulations for DOT drug screenings and with procedures provided by Virginia Tech for non-DOT drug screenings.
- g. Providing confirmation testing in accordance with DOT regulations for DOT drug screenings and in accordance with Virginia Tech directives for non-DOT drug screenings.

4. Alcohol testing services to include:

- a. Conducting random breath alcohol screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.
- b. Conducting reasonable suspicion, post-accident, and return-to-work testing upon request of Virginia Tech.
- c. Providing testing on a 24-hour basis for post-accident and reasonable suspicion testing.

- d. Complying with procedures outlined in DOT regulations for DOT BAT screenings and with procedures provided by Virginia Tech for non-DOT BAT screenings.
 - e. Supplying the services of a trained Breath Alcohol Technician to conduct the Evidential Breath Tests.
 - f. Conducting confirmation testing in accordance with DOT regulations for DOT BAT screenings and in accordance with Virginia Tech directives for non-DOT BAT screenings.
5. All of the aforementioned services at the Contractor's location provided such location is within a 20-minute commute from the Virginia Tech Blacksburg campus or satellite campus/facilities. Provision of electronic registration and custody and control forms wherever available.
6. Provision of testing locations and supplies for all personnel, on- or off-campus, located throughout the Commonwealth and nationwide. Provision of electronic registration and custody and control forms wherever available.
7. A dedicated account manager for personalized customer service via email and phone. Further, Virginia Tech expects the same level of service to be provided by the dedicated account manager's backup as would be received from the dedicated account manager.
8. Virginia Tech will:
 - a. Provide the Contractor with a list of all CDL holders, safety sensitive positions, pilots, and police and their identifying numbers quarterly.
 - b. Coordinate with the respective Supervisors who will select dates for testing and, on the morning of the testing, request that the persons appear for testing within two (2) hours.
 - c. Designate an authorized person to receive notification of results.
 - d. Be responsible for notifying the appropriate managers(s) of positive results.
- C. The Contractor shall provide the following compliance services for employment screening and drug and alcohol screening:
 1. Maintain records for all required DOT drug and alcohol test results, FMCSA Clearinghouse queries, RTD process administration, and records on drug and alcohol testing collection process.
 2. Submit MIS (Management Information System) statistical data upon request of FMCSA or FAA.
 3. Offer current and real-time guidance on new rules, regulations, and standards impacting employment screening, drug and alcohol testing services and DOT regulations with as much lead time as possible. This will include, but not be limited to: email updates, trainings/webinars for users, regularly scheduled meetings with Virginia Tech, DOT training for employees, supervisors, and the DER.
 4. Provide resources and tools to aid in compliance with both federal and state employment laws regarding background checks, adverse action processes, etc.
 5. Offer robust online resources that can be accessed for quick reference to already published guidance by the vendor and for research purposes.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Describe in detail how your organization will provide the services described in Section VI. If you are proposing to offer employment screening services, this criteria (#3 Criteria under Section VIII below) will be scored taking into consideration your capability to provide the system integration(s) more fully described in Section VI.A.13 above.
2. Describe in detail how you provide customer service and how you ensure the quality of the services.
3. Describe in detail the qualifications and experience of your organization and how it is designed to provide employment screening services and/or alcohol and controlled substance testing services. Provide a client/reference list that currently shows universities or government agencies that have a contract with your organization.
4. Describe how you will charge for services provided and include a fee schedule. **This may not be an all-inclusive contract so include the fee schedule based upon the services you can provide and clearly indicate what services will be provided.** In regards to employment screening services, please provide a package price for county criminal search, national database search, social security trace, and national sex offender database search. In addition, provide an ala cart fee schedule for all services. Describe any volume discounts and at what levels these discounts are available. In regards to alcohol and controlled substance testing services, please provide the unit price for pre-employment, random, post-accident, suspicion, follow-up and confirmation tests. See Attachment B for estimated annual test quantities.
5. Answer all questions in the Case Studies which can be found in Attachment C.
6. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
7. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document. INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected

and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held via Zoom. The purpose of this conference is to allow potential Offerors an opportunity to present questions relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. All interested parties should contact Kim Widrig at kdcromer@vt.edu to get the Zoom link.

Any changes resulting from this conference will be issued in a written addendum to this solicitation.

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XI. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <https://solicitation.procurement.vt.edu/>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations

regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVI. CONTRACT ADMINISTRATION:

- A. Susan Hughes, Sr. Advisor to the VP, Human Resources, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Alcohol and Controlled Substance Tests
Attachment C – Case Studies

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

10. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

11. INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

ATTACHMENT B

Alcohol and Controlled Substance Tests

<u>TEST TYPE</u>	<u>ESTIMATED ANNUAL QTY.</u>
A. Pre-Employment Drug Screening, DOT (NON-DOT is currently done by PD independently)	15
B. Pre-Employment FMCSA Clearinghouse Full Query	12
C. Post-Accident Drug and Breath Alcohol Screening, DOT	5
D. Post-Accident Drug and Breath Alcohol Screening, Non-DOT	5
E. Reasonable Suspicion Drug and Breath Alcohol Screening, DOT	5
F. Reasonable Suspicion Drug and Breath Alcohol Screening, Non-DOT	5
G. Follow-up and Confirmation Drug and Breath Alcohol Screening, DOT	5
H. Follow-up and Confirmation Drug and Breath Alcohol Screening, Non-DOT	5
I. Annual FMCSA Clearinghouse Limited Queries	65
 <u>ELIGIBLE EMPLOYEES / RANDOM</u>	 <u>AVG #</u>
Employees Eligible for DOT Random Screenings, FMCSA	65
Employees Eligible for DOT Random Screenings, FAA	5
Employees Eligible for Non-DOT Random Screenings	65

ATTACHMENT C

CASE STUDIES

For the following case studies, please address only the service area(s) for which you are submitting a proposal.

Conviction Check Focused

1. A new VT hire resides in California. What tools are available to help ensure that VT is compliant with any applicable laws concerning consent forms, adverse processes, etc. in California?
2. A conviction check is completed for a new hire who resides in a state where DOB or other identifying information is no longer able to be used to positively match identity. What processes do you have in place to confirm identity or that possible convictions belong to a subject under such circumstances?
3. Cost Case Study

Part A: Provide cost for a conviction check package with the following components/ parameters. Include base cost and explain if there are any additional pass-through fees that may be incurred:

Searches primary name + all disclosed or reported aliases for all addresses valid within the past 7 years.

- Social Security Scan
- Sex Offender Database Search
- County Criminal
- Federal Criminal Search
- National Criminal Database Search
- Driving Record Check

Part B: When we receive this report, it is discovered that the candidate provided an incorrect social security number (SSN). We need to submit a custom case for the correct SSN, which would include a Social Security Scan. What is the cost of the custom case?

Drug Screening / DOT Focused

1. A VT employee, who was pulled for a quarterly random drug and alcohol screening, goes to the assigned clinic and is told that they are unable to complete their screening due to an error with the registration form provided by the c/TPA. What direct support is provided to this employee?
2. VT has hired a new Designated Employer Representative. What resources, training, consultative services do you provide that would be beneficial for this new employee as they step into their new role? Please include resources that will assist in compliance, organizational tools, policy or procedure development, best practices, etc.

3. The DOT announced a proposed rule change on Monday, Feb 28, 2022, to allow employers the option of adding Oral Fluid testing specimens in their drug testing program:
<https://www.federalregister.gov/documents/2022/02/28/2022-02364/procedures-for-transportation-workplace-drug-and-alcohol-testing-programs-addition-of-oral-fluid>

What steps are you currently taking, or do you plan to take, to provide education and information on this proposed change and potential impacts to your clients? What resources will you provide to Virginia Tech, should they want to evaluate whether to implement this change in their DOT drug screening program? Will available collection sites change? If accepted, what is the length of time anticipated before Virginia Tech could make this change?

DOT Cost Case Study:

Part A: Provide cost for a drug screening assuming the following factors.

Random DOT (FMCSA) Drug and BAT Screening for current employee located in Blacksburg, VA. Please indicate whether there are available in-network collection sites for Blacksburg employees. Please include base cost plus any additional or pass-through fees that may be assessed by the collection site or the lab.

Part B: Provide cost for conducting a pre-employment full query of the FMCSA Drug and Alcohol Clearinghouse. It is assumed that this cost DOES NOT include the cost for the query itself that must be purchased directly from the Clearinghouse.

ADDENDUM # 1 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE October 31, 2022	DUE DATE AND HOUR January 4, 2023 at 3:00 PM
---------------------------------	--

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. The optional pre-proposal meeting has been changed from November 2 to November 9 at 2:00 PM.
2. All other terms, conditions and descriptions remain the same.

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

ADDENDUM # 2 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE November 16, 2022	ORIGINAL DUE DATE AND HOUR January 4, 2023 at 3:00 PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. Please see the attached responses to inquiries received about this RFP. Just a reminder all questions are due no later than December 5 at 12:00 PM.
2. All other terms, conditions and descriptions remain the same.
3. The due date and hour remains January 4, 2023 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

REQUEST FOR INFORMATION: EMPLOYMENT SCREENING SERVICES AND ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES RFP

1. We do need a particularly deep dive on your integration needs.

- Of the systems you list, which of these is the preferred system?

RESPONSE: The RFP lists possible systems for integration. Virginia Tech can discuss this more during negotiations.

- Will you require integration with all of these platforms?

RESPONSE: No

- Will each entity utilizing this contract under a cooperative agreement (if any) require another full integration? Or are the entities all accessing a single platform? Which one?

RESPONSE: This cannot be determined as each entity may have different needs.

2. SOW Sec. B.2.a *Maintaining a list of Virginia Tech CDL holders, pilots, police and safety sensitive positions to include names, identifying numbers as provided by Virginia Tech's Human Resources.*

- This specification/requirement is met via our random selection process. Can you confirm you are NOT in need of a Driver Qualification File (DQF)?

RESPONSE: Vendor is expected to maintain quarterly random lists provided by Virginia Tech and pools selected by vendor. We are not requesting DQF support, however, if you have that capability, you can include that information.

3. Please confirm that the NDOT panel shall "mirror" the DOT panel. Is there a separate panel you'll require for NDOT employees?

RESPONSE: The NDOT screenings will mirror the DOT screenings in terms of procedure. For example, they will follow the same random screening cadence and requirements for reasonable suspicion, post-accident, etc. However, there is a separate panel for the NDOT employees.

4. Who is the incumbent supplier? Is the current pricing publicly available?

RESPONSE: The current vendor is Truescreen. Their contract is accessible through our Virginia Tech Contracts webpage which will show pricing information.

5. What are areas in which the new supplier could help to mitigate pain points in the process of conducting this work?

RESPONSE: This can be discussed once contract(s) are signed.

6. Which international locations are the most frequently requested for background screening records and access?

RESPONSE: Virginia Tech hires internationally. The locations that are frequently requested vary. For example, due to specific circumstances or projects, we may see several hires from one area for a period of months and not again for several months. To accommodate need, a provider should be able to conduct background screening checks from all international locations. There is an understanding that some countries do not allow the completion of background screenings.

7. What is the required turnaround time for any international search? (This can vary widely by country.)

RESPONSE: There is no required turnaround time for an international search as this does vary widely by country.

8. Sec. VII.A.7 specifies required submittal of the General Information Form. Please provide this form.

RESPONSE: The General Information Form is page 2 of the RFP. Please sign and return that page with your proposal.

9. What has prompted your bid?

RESPONSE: Current contract expiration.

10. Do you have a list of locations where you require drug testing and breath alcohol testing? If so, please provide the city and zip code. We would like to run a proximity match to ensure adequate coverage.

RESPONSE: Virginia Tech hires new employees nationwide. In that regard, there could be occasions where pre-employment drug screenings need to be conducted anywhere in the US. A listing including local zip codes for our campus and employee locations is below. These would be used most frequently.

Current Zip Codes

24060, Blacksburg VA Campus Location
22572, Warsaw VA – Off-Site Campus Location
23420, Painter VA – Off-Site Campus Location
Multiple, Suffolk VA – Off-Site Campus Location
Multiple, Martinsville VA – Off-Site Campus Location
Multiple, Roanoke VA – Employee Location
Multiple, High Point NC – Employee Location
27233, Climax NC – Employee Location

11. QUESTION ON ATTACHMENT A:

Per Section XV of the RFP, "This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A." Attachment A of the RFP contains terms and conditions but also includes a hyperlink to a pdf titled "RFP General Terms and Conditions" (See https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf), which differ from the terms and conditions in Attachment A. Which terms will govern the performance of the contract? If they are to be read together, which one will control in the event of conflict?

RESPONSE: The hyperlink is for Virginia Tech's General Terms and Conditions. The ones listed under the hyperlink are some Additional Terms and Conditions. All will govern the performance of the contract together.

12. National check or district by district?

RESPONSE: County criminal checks where available, federal criminal checks at the district level, and searches of the National Criminal Database, Sex Offender Registry and Social Security Traces.

ADDENDUM # 3 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE December 19, 2022	NEW DUE DATE AND HOUR January 11, 2023 at 3:00 PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. Please see the attached responses to inquiries received about this RFP.
2. Section VII.A.4 shall be replaced with the following:

Describe how you will charge for services provided and include a fee schedule. **This may not be an all-inclusive contract so include the fee schedule based upon the services you can provide and clearly indicate what services will be provided.** In regards to employment screening services, please provide a package price for social security number scan, county criminal searches where available or state level if not, federal criminal check, national criminal database check and sex offender registry search. In addition, provide an ala cart fee schedule for all services. Describe any volume discounts and at what levels these discounts are available. In regards to alcohol and controlled substance testing services, please provide the unit price for pre-employment, random, post-accident, suspicion, follow-up and confirmation tests. See Attachment B for estimated annual test quantities.

3. All other terms, conditions and descriptions remain the same.
4. The due date and hour has been changed from January 4, 2023 at 3:00 PM to January 11, 2023 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

REQUEST FOR INFORMATION: EMPLOYMENT SCREENING SERVICES AND ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES RFP

1. Are there additional service packages that the university currently utilizes to request backgrounds beyond the package listed in VII.A.4?

RESPONSE: Virginia Tech's base package currently includes the following: Social security number scan; county criminal searches where available or state level if not, federal criminal check, national criminal database check, and sex offender registry search.

Virginia Tech conducts driving checks on certain employees.

Virginia Tech conducts international criminal checks on certain employees.

2. Would the University like any additional packaged service prices included in the response?

RESPONSE: No other packaged service prices are requested at this time. However, vendors may include a list of a la carte prices for additional available services.

3. Does the University conduct any employment or education verifications? Would they like verification services included in the response?

RESPONSE: This contract does not include employment or education verification. However, vendors may include a list of available verifications that can be provided.

4. Is the University expecting to integrate with one HRIS system (Equifax, Banner, PageUp), or potentially all HRIS systems? If only one, which would be the expected system to integrate?

RESPONSE: Virginia Tech's goal is to streamline their background check processes. The systems referred to are current systems utilized by the university. A decision on specifics such as which system(s) will be integrated will be forthcoming.

5. May vendors offer recommended services and associated pricing for items that are not listed in the RFP?

RESPONSE: Yes.

6. Can you confirm that bonfire is the system of record for the RFP?

RESPONSE: Yes, Bonfire is the only way to submit a proposal to this RFP.

7. On the eva.virginia.gov site are we required to get setup in that platform prior to the RFP response or is this expected once you have named Finalist(s)? Can you please let us know what the transaction fee is and is that annual fee or how is that paid?

RESPONSE: You are not required to get set up on eVA to submit a proposal. eVA fees and how those are paid is explained when you go through the sign-up process.

8. International Checks- How many per year and what countries?

RESPONSE: See answer on Addendum 2, Question 6

9. PageUp ATS and other systems to connect with... Can you be specific on what platforms you will need an integration with since there were a few names?

RESPONSE: Virginia Tech's goal is to streamline their background check processes. The systems referred to are current systems utilized by the university. A decision on specifics such as which system(s) will be integrated will be forthcoming.

10. Can you please confirm the current target dates are the same? With the holidays, we were wondering if the due date is still January 4th?

RESPONSE: Proposal due date and time has been changed to January 11, 2023 at 3:00 PM.

11. Are you able to provide your current pricing?

RESPONSE: Please see answer to question 4 on Addendum 2.

12. Can you tell us what your current challenges are and why you are going to RFP?

RESPONSE: The current contract is expiring on November 30, 2023 with no more renewals. This is the reason for going out to RFP for a new contract. Current challenges may be discussed at a later point.

13. Can you tell us who your current vendor is?

ANSWER: Please see answer to question 4 on Addendum 2.

14. Regarding the Criminal Background Screening Services - Does VT run alias/AKA names reports and search all identified names? In other words, should we provide our rate for searching any and all names identified, or just the rate for a single name?

RESPONSE: Virginia Tech searches primary name + all disclosed or reported aliases for all addresses valid within the past 7 years.

15. Can VT provide the specific policies, procedures, and that the RFP is referring to?

Section VI -The Scope of Work refers to the "VT requirements" and policies for non-DOT employees in multiple different sections (see below).

- Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VT requirements.
- Conducting random drug screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.
- Complying with procedures outlined in DOT regulations for DOT drug screenings and with procedures provided by Virginia Tech for non-DOT drug screenings.
- Providing confirmation testing in accordance with DOT regulations for DOT drug screenings and in accordance with Virginia Tech directives for non-DOT drug screenings.
- Conducting random breath alcohol screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.

- Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VT requirements.
- Complying with procedures outlined in DOT regulations for DOT BAT screenings and with procedures provided by Virginia Tech for non-DOT BAT screenings.
- Conducting confirmation testing in accordance with DOT regulations for DOT BAT screenings and in accordance with Virginia Tech directives for non-DOT BAT screenings.

RESPONSE: In general, VT's non-DOT requirements follow the DOT's requirements with some exceptions. Virginia Tech will provide the requisite information to the vendor under contract. If needed, further information may be provided during a later stage of the RFP/contract negotiation.

16. Can VT provide the specific drug test to be ran on non-DOT employees? (This would include the panels, cut-off levels, and test code if possible)

RESPONSE: 13 Panel, includes the following: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Creatine, Heroin, MDMA, Methadone, Methaqualone, Opiates, Oxidizing Adulterants, Oxycodone, PH, Phencyclidine, Propoxyphene. We are unable to provide the cut-off levels and test codes as there appears to be some variation by report or year to year. Virginia Tech will provide the requisite information to the vendor under contract.

17. Section VI B.2.K. - Ability to provide services to meet requirements set forth in DOT regulations regarding driver qualification files and required pre-employment drug and alcohol testing documentation. Up until this point in the RFP, VT has mentioned background screening, MVR's, drug/alcohol testing & random programs, and C/TPA services like the FMCSA/FAA Clearinghouse. Does this mean VT would like us to propose our full TPA service for Driver Qualification File Management, which includes managing all compliance requirements of the files for active and inactive drivers/pilots; DOT Application, Background Screening, Drug Testing, Random Drug & Alcohol, DOT Physical/MEC Card, SPHRR (Safety Performance History Records Request), D&A Clearinghouse, etc.? Or would VT just want us to respond regarding the background screening, drug testing, Clearinghouse, and random drug and alcohol services listed within this RFP?

RESPONSE: Yes, Virginia Tech would be interested to receive 1) your response on the specific services listed in the RFP, and 2) separately, the full c/TPA services that you are able to provide.

Proposal

RFP # 49302211, Employment Screening Services and Alcohol and Controlled Substance Testing Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until January 11, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer, Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 12:00 PM on December 5. Inquiries must be submitted to the procurement officer identified in this solicitation.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on November 2 at 2:00 PM. See RFP Section IX, Pre-proposal Conference for additional information.

PROPOSAL SUBMISSION:

Proposals may NOT be hand delivered to the Procurement Office.

Virginia Tech has partnered with Bonfire Interactive to create a new procurement portal that will allow you to access business opportunities and submit bids and proposals to Virginia Tech digitally.

Proposals must be submitted electronically at:

<https://procurement-vt.bonfirehub.com/>.

Vendors are requested to visit the new Procurement Portal then follow the link to the Bonfire vendor registration page to register your company. Registration is easy and free. If you have any challenges with the registration process, please contact Bonfire Interactive Support at support@gobonfire.com.

It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Log into your Bonfire Vendor account in order to access the opportunity and begin preparing your submission. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

For a quick tutorial on how to upload a submittal, visit: https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-?_ga=2.42375717.1472165071.1588110542-997330893.1585332052

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 1000MB in order to be received by the University.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____



Date: January 5, 2023

[INCLUDE THIS PAGE]



RESPONSE TO REQUEST FOR PROPOSAL

RFP# 49302211

EMPLOYMENT SCREENING SERVICES

ALCOHOL & CONTROLLED SUBSTANCE TESTING SERVICES

PREPARED BY:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

January 11, 2023

PREPARED FOR:





A. SPECIFIC REQUIREMENTS

1. Describe in detail how your organization will provide the services described in Section VI (Scope of Work). If you are proposing to offer employment screening services, this criteria (#3 Criteria under Section VIII below) will be scored taking into consideration your capability to provide the system integration(s) more fully described in Section VI.A.13 above.

A. SCOPE OF WORK: EMPLOYMENT SCREENING SERVICES

1. Provide criminal background checks (including misdemeanors and felonies) at the county, national, and federal levels. Additional services required include, but are not limited, to social security trace, sex offender registry, and motor vehicle reports.

Truescreen understands and complies with this requirement. As the existing vendor, we are currently performing all of the aforementioned services on behalf of Virginia Tech.

County Criminal Background Checks

Our county criminal record searches are performed directly via courthouse records. We do not use inaccurate databases or other non-direct sources. In each county, we automatically search:

- the court of primary jurisdiction (felony)
- the primary lower (misdemeanor) court

All criminal records located are reported in compliance with federal and state law.

Searches are performed primarily through our proprietary FastPath search system. FastPath, our suite of automated data procurement and processing technologies, has been designed in a manner by which we can establish direct electronic access with jurisdictional courts and many other sources from federal, state, and local courts to credit bureaus, licensing authorities, The Work Number and The National Student Clearinghouse. We maintain direct electronic connections with 100 percent of U.S. federal courts, and more than 90 percent of our county and state court searches are automated. If we do not have an integration with a county court, that functionality is unavailable for that particular courthouse.

This technology allows our workflow system to seamlessly and accurately search more than 2,500 courts that have allowed us direct access to their internal systems and criminal index records. These internal systems are the same systems used daily by the courts. This arrangement allows us to provide clients with real-time results when the search is clear with higher quality than human-driven processes.

For jurisdictions where this technology is unavailable, we must send court agents to local courthouses/authorities. These vendors, or independently contracted court agents, are typically former court clerks, title agents, or individual researchers in the courthouses daily. The moment we receive these search requests, it is communicated to our court reporting agents immediately



through a secure Web-based extranet called RecordSquad. This tool dramatically reduces turnaround time on criminal searches by automating secure communications with our court reporting agents. By utilizing independently-contracted agents instead of employees, we can maintain redundancy in nearly all jurisdictions and select from only the very best researchers. Court agents are independent contractors and are not considered full-time Truescreen employees.

Searches can be performed on a county-by-county basis, or packaged to automatically cover all areas of residence, employment and/or education over a specific time period, such as seven years.

National Criminal Database

Truescreen's National Criminal Database search is a private multi-state criminal database search that consists of three billion records collected from across the country. The more than 2,000 sources that comprise the database include criminal records from court systems; corrections departments; law enforcement; sex offender registries; and other related state, county and municipal agencies. While not a comprehensive search because not all jurisdictions release information to the database, we recommend this search as a cost-effective addition to any criminal records search. This search can help reveal criminal records located in jurisdictions not identified for traditional searches.

To protect our clients and ensure compliance with the FCRA, Truescreen automatically verifies any record "hits" found through the national database search. This verification is done directly with court or other source records to ensure the information is up-to-date and positively confirmed using key identifiers including name, date of birth and Social Security number.

Federal Criminal Background Check

We perform searches for federal-level crimes directly at the federal U.S. District Courts across the country. These searches can be vitally important in many regulated industries because they are the only way to find criminal records where federal law was violated. These include:

- Federal income tax evasion
- Medicare/Medicaid fraud
- Securities fraud
- Drug trafficking and other interstate crimes

Offenses brought to federal court are investigated by federal agencies such as:

- Federal Bureau of Investigations (FBI)
- Drug Enforcement Administration (DEA)
- U.S. Department of Homeland Security (DHS)
- Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)



It is important to note that federal district court criminal indexes generally do not contain identifiers (such as date of birth or Social Security number). We research all matches to positively confirm the identity of the subject before we report results. This is done by retrieving the actual federal court files and reviewing them to verify the identity of the person. We do not report “name-match only” hits.

Truescreen is committed to providing our clients with the fastest turnaround times possible. As such, we have developed and deployed extensive automation for our criminal record search processes. Our automated criminal records searches cover 100 percent of federal courts in the U.S., accomplished through our FastPath proprietary workflow search system.

FastPath utilizes direct electronic connections in order to initiate a search and transfer record information directly into our workflow seamlessly and accurately. These internal systems are the same systems that are used daily by the courts themselves. This arrangement allows us to provide clients with near real-time results when the search is clear, and minimizes human processing times when records are returned.

We also have the capability to conduct fingerprint-based criminal record searches through Fieldprint. This allows us to send fingerprints to, and receive criminal search results directly from, the FBI. Restrictions may apply on a state-by-state basis.

Sex Offender Registry

We provide sex offender registry searches at both the state and national levels. The service can be setup to check an applicant’s information in one state, multiple states, or all states in a nationwide registry check.

The statewide searches are performed by directly searching the state’s publicly-available Sex Offender Registry. The national search is performed using a private database that compiles offender information from all states.

With both search levels, if any possible matches are found, we automatically perform the additional research necessary to positively confirm any records before they are reported. This includes ensuring that personal identifiers are matched and that the details of any record are current and up-to-date.

Social Security Trace

We offer an FCRA-compliant Social Security number verification service, as well as a Social Security number validation service.

Our Social Security number (SSN) verification service helps verify the applicant's identity by providing information on SSN, names and addresses he or she has used. This report consists of pulling “header” information from the files of one of the three major credit bureaus (also called an



SSN Trace). We have an automated connection with the credit bureaus, so this search is run instantly when we receive a request. Our internal systems analyze the information to help verify identity, summarize the information and compare it to the information the applicant supplied.

Unlike other screening firms, who often simply "data dump" an applicant's SSN verification/trace information into their client's report, we take proactive steps to ensure the clarity of information before it is reported. Our scrubbing process identifies and then properly adjusts any data anomalies for a clean, user-friendly version of the SSN verification report.

Our Social Security number validation service automatically checks to make sure the SSN conforms to the Social Security Administration's algorithms and has not been reported as deceased. Additional information provided by this search includes:

- **State Issued:** Indicates in what state the subject's SSN was issued.
- **Date Issued:** Indicates when the subject's SSN was issued.
- **DOB Scan:** Compares subject's date of birth to SSN issue date to ensure that the number was issued after the person was born.
- **Death Index:** Searches the Social Security Administration's Death Index to determine if the subject's SSN has been reported as deceased. It also searches numerous state agency databases for death records.
- **Randomized SSN:** Indicates if the SSN may have been issued under the SSA's randomized process.

The SSN Trace helps to establish an applicant's address history. Address history is established in two ways. First, we examine the addresses listed by the applicant on the employment application. Then, those addresses are verified using an SSN Trace. Our internal systems analyze the information to confirm that the addresses match those provided by the applicant. Any valid addresses listed on the credit bureau report are then used to determine, for example, in which counties criminal record searches should be conducted.

Motor Vehicle Records

Driving record checks, or motor vehicle record (MVR) searches, are obtained on a state-by-state basis, depending on where the applicant is licensed. The searches reveal the status of licensure, including the type granted and noted restrictions and any record of violations, suspensions and revocations.

We conduct driving record checks utilizing direct electronic connections with either state departments or "bridge" access providers. Our philosophy is to use the most up-to-date, cost-effective source of information for each state. In many cases, we maintain multiple contacts with motor vehicle record sources to ensure continuous access to and availability of records.



Our electronic ordering system automatically formats the driver's license number depending on the state, helping to eliminate bad numbers. Once we receive a request, the applicant's driver's license number is submitted to the appropriate state, along with any other required information. Results are then summarized into a user-friendly format through our proprietary internal workflow system.

Furthermore, Our Motor Vehicle Record (MVR) Points Leveling System allows clients to consistently compare applicants' driving histories across all 50 states. This system applies an organization's custom-defined scoring parameters to driving records from all states, enabling consistent scoring and review of MVR check results. Clients can see at a glance if an applicant's MVR history complies with organization policy, regardless of point variations across state systems.

2. Provide international screening options such as conviction checks, driving checks, watch lists, sanction screening, and other relevant reports.

Truescreen understands and complies with this requirement. As the existing vendor, we are currently performing international screening services on behalf of Virginia Tech on an as-needed basis.

With a global research infrastructure of resources in the U.S. and in-country resource partners, Truescreen has experience successfully providing a full suite of global screening services in the Americas, Canada, the United Kingdom, Europe, Asia/Pacific, Africa and the Middle East.

Our international report processing model has been proven to successfully select and maintain international source relationships from our 24/7 operations facilities in the United States. Experience and technology has allowed us the ability to monitor and measure our international sources with the same consistent control, diligence, and quality expectations of our U.S.-based processing flows. Our in-house international researchers are fluent in more than 38 languages and are extensively trained in global customs, allowing us to effectively communicate with international clients, applicants and in-country resources. Our global research teams work around the clock to accommodate the various international time zones.

From a workflow perspective, Truescreen has designed our solutions in a manner by which clients are not required to access multiple platforms and portals to order and retrieve both U.S. and non-U.S.-based background checks. All searches and services are managed through one platform, offering a truly singular, seamless, global solution.

Our in-country resources are fully vetted with world-class organizations that meet our high standards for quality. These partnerships are managed to ensure personalized service and to account for language and time zone differences.

Some of the global services that we provide include:



Verifications of Employment, Education, References and Professional Licenses

Truescreen directly contacts all sources provided to conduct global verifications of employment, education, references and professional licenses. Our routing process for international verifications mirrors the quality processes used for U.S.-based verifications. However, international verifications are performed by our team of researchers who focus on international verifications. These researchers work off-time shifts to accommodate the various international time zones.

Our philosophy with international research is the same as our U.S.-based approach - to obtain information directly from the source. This means directly contacting schools, employers and references, and not relying on third-party databases. Any discrepancies or inconsistencies we uncover in the verification process are probed and re-verified. All verifications go through a validation step within our validations department before being released to the client.

Criminal Checks

International criminal searches are performed in a variety of ways depending on the jurisdiction. Sources range from police-based searches to official government records repositories, to searches of publicly available data. Further, Truescreen can also facilitate an official police clearance process when required.

In conducting international criminal searches or other background checks, Truescreen takes into account each country's unique rules and procedures, which govern how background checks are conducted and what information is available. For example, U.S. privacy laws vary greatly from the rest of the world; the information accessible by U.S. employers is often inaccessible or cannot be used to make a hiring decision in Europe and in other countries around the world because of local privacy laws.

Sanctions Searches

Truescreen's SanctionsScreen+ product is a proprietary international database of administrative and disciplinary actions levied against potential employees. SanctionsScreen+ contains over three million records, updated daily, from sources including: the international law enforcement database identifying persons wanted by international authorities (INTERPOL), the Bank of England Sanctions List, the Canadian Office of the Superintendent of Financial Institutions (OSFI) Disciplinary Actions, the Chinese List of Terrorist Organizations, the European Union Terrorist List, the Europol-Enforcement Actions, the Global Money Laundering Database — List of Non-Cooperative Countries, the Japan National Police Agency, the Royal Canadian Mounted Police Most Wanted List, the Swiss Federal Police Wanted Persons, the United Kingdom Scotland Yard Most Wanted, the United Nations Terrorist List, the World Bank Debarred Parties and many others.

Qualifications and Directorship Checks

Truescreen performs international qualification and directorship checks to identify any professional qualifications or actions associated with an applicant's name. These checks are



performed by directly contacting sources to verify that an applicant holds identified qualifications and/or to determine if the applicant is, in fact, a director of an organization.

Additionally, Truescreen is able to search more than three million companies to find historical information, accounts and annual returns associated with a specific company. These companies are researched utilizing databases such as Companies House in the United Kingdom.

Credit Reports

Truescreen performs credit checks by accessing information from a multitude of public and private international credit bureaus. Credit checks are only available in certain countries as many countries do not have consumer credit reporting systems in place. The credit bureaus that are available vary drastically from country-to-country. Experian, one of the three major credit bureaus in the United States, operates in 40 countries worldwide and provides similar reporting, as allowable by law, to what is available in the United States. Other country-specific credit bureaus, such as Credit Information Bureau of India Limited (CIBIL), were created and are maintained by the government. Where applicable, we are able to connect with these credit bureaus to obtain an applicant's credit file information.

In countries where a credit bureau is not available, Truescreen will provide a financial check. To conduct a financial check, Truescreen locates an insolvency or bankruptcy registry to pull financial information on the applicant. Through these registries, Truescreen can gain access to information on bankruptcy, suits, liens and judgments, where allowable by law.

Passport Validation

Truescreen provides a Passport Validation service, whereby we confirm the validity of the Machine Readable Zone (MRZ) data on the applicant's passport. The MRZ data format was developed by the International Civil Aviation Organization (ICAO) and is the globally recognized data display and authentication format for all machine-readable passports and identity documentation.

Identification Verification

Truescreen performs global identification verifications through the use of international credit bureau information. We obtain copies of various forms of legal identification and through the use of country-specific databases.

A second method to verify an applicant's identification is by gaining copies of his/her government-issued identification. Truescreen's Applicant Services department works with the applicant to gain copies this identification. The identification is then verified and validated for authenticity.

In some countries, Truescreen utilizes a third method to verify an applicant's identification. We work with in-country resources to access the data that is housed in each country's ministry. For example, in China, Truescreen will confirm an individual's identification with the National Citizen Identity Information Center by using the applicant's PRC number.



Residency Verification Services

Truescreen conducts global residency verifications to establish that an applicant's address is existent. Global residency verifications are conducted in a manner appropriate for the country in which the applicant resides. For example, in India and China, our in-country resources locate and may even photograph the residence located at the corresponding address. In some cases, such as in the Philippines, our in-country resources will ask the applicant's neighbors to verify the applicant's address. In other countries, where available, Truescreen is able to validate residency through the use of country-specific, official government residency databases.

Verification of Legal Authorization to Work in the United States

Truescreen participates in the Department of Homeland Security's (DHS) E-Verify Program, which allows employers to verify the employment eligibility of new hires by comparing the information provided on the I-9 with DHS and Social Security Administration databases.

Drug Screening

As a full-service third-party administrator (TPA) of occupational health screening services, Truescreen offers truly integrated single-source drug screening programs. Our global network of medical facilities provides comprehensive drug screening services, and all of our partners adhere to our U.S.-based partner laboratories' quality standards throughout the collection process to ensure the integrity of samples. Our dedicated clinic-management team is always actively recruiting additional sites and ensuring the performance of our network.

All drug screening support services—from managing our clinic and laboratory networks to conducting medical reviews to delivering results—are performed by Truescreen personnel in-house from one of our two locations in the United States.

Civil Records Checks

Truescreen's global civil record searches are performed by our network of in-country operatives who perform local record searches. This service provides a search for records of the applicant as either a plaintiff or a defendant in a civil lawsuit. Information collected includes: names of the parties involved, type of lawsuit and any disposition information.

Motor Vehicle Record Checks

Driving record checks, or motor vehicle record searches, are obtained on a country-by-country basis, depending on where the applicant is licensed and if it is legal in that country to obtain this information. In countries where accessing MVRs is allowed by third parties, Truescreen will contact organizations such as the Ministry of Transportation, to gain driving record information. The searches reveal the status of licensure, including the type granted; noted restrictions; and any record of violations, suspensions and revocations.



3. Comprehensive quality results that deliver the complete profile of the prospective employee.

Truescreen understands and complies with this requirement. As the existing vendor, we are currently delivering complete, accurate reports to Virginia Tech that offer a complete profile of the candidate.

Our background investigation reports are designed to be clear and easy to read and to quickly and accurately communicate investigation results. Unlike many competitors who simply dump data into their reports, we take the proactive steps of analyzing the information – and even scoring it – to ensure users get the information they need as quickly as possible.

To ensure the accuracy of our reports, all of our applicant screening services are governed by the ISO 9001:2015 Quality Management System governance structure. Truescreen was one of the first companies in the applicant screening industry to receive ISO 9001:2015 Quality Management System certification. This certification means our processes contain systematic quality controls to ensure applicant screening quality requirements, such as turnaround time, accuracy and completeness, are met in every service we provide. We must pass annual audits by a third-party management system registrar to maintain our certification.

Within the ISO quality system framework, all of Truescreen's processes are consistently carried out in support of our mission to exceed client expectations in the principal areas of quality, user-friendliness, efficiency, service-orientation and timeliness. We document these quality system initiatives in our formal Quality Manual and in individual operations process flowcharts and work instructions.

Some of the benchmarks and measurement methods that we use to track adherence to these principles include employee error ratios, internal audits, client satisfaction surveys, individual employee productivity reports, client call tracking and turnaround time monitoring.

From an internal workflow process, validation and verification steps are in place to ensure the data received is accurate. At each step in the applicant screening process, validation is performed by our dedicated Validations department as a built-in quality control point. Instead of performing one validation at the completion of a case, each component undergoes validation as it is completed. For example, one of the initial steps in the applicant screening process occurs when our case setup employees enter the applicant's basic information, such as name, address and Social Security number.

When that step is complete, our Validations department reviews the information to ensure that it is complete, that all of the information has been spelled and entered correctly and that the case is set up in the manner specified by the client. The case then moves on to our researchers, who conduct telephone research and enter their notes, after which the case moves on to the validations group again. That process repeats itself after each step in the screening process. Mistakes are tracked



through our Error Alert System and corrective and preventative procedures, including probation or dismissal, are in place for the handling of employees who do not meet our high standards.

Additionally, we utilize a similar approach to any and all public records found during the completion of a case (criminal records, etc.) are verified prior to release. Truescreen has always contended that the best way to verify the authenticity of this information is by obtaining copies of the original public record documents. Thus, when required for verification, copies of the original public records are obtained in order to validate records found. These original copies are scanned and maintained in our electronic library. In addition, all matches are fully researched to positively confirm the identity of the subject before we report results. We do not report "name match only" hits.

4. Ability to process custom case requests as needed.

Truescreen understands and complies with this requirement. As the existing vendor, we are currently process custom cases as required on behalf of Virginia Tech. To initiate a custom case, users order via myTruescreen.com by clicking the "Custom" button within the case.

5. A paperless system that allows the highest tracking efficiency: web-based data entry, real time status updates via the web, email alerts on completed checks.

Truescreen understands and complies with this requirement. As the existing vendor, Virginia Tech currently has access to and utilizes our primary client-facing technology - myTruescreen.com.

myTruescreen.com is an easy-to-use, secure interface that gives clients anytime, anywhere access to reports and account information. It offers a full array of tools to ensure corporate oversight and enterprise-wide adherence to program standards.



myTruescreen.com Dashboard



One of the things that makes myTruescreen.com unique is that it's customizable on a per-client, per-location and per-user basis. myTruescreen.com offers users a number of helpful tools, including email notification of completed reports with a direct link to each report; detailed report status tracking; on-demand management reporting capabilities; compliance materials; news updates; a glossary of screening terms; and much more. myTruescreen.com's key features include:

- **Customizable Homepage** – Menus can be customized to create an intuitive and interactive drag-and-drop interface. Module names, icons, and descriptions can also be customized as well. Views can be personalized by updating your Screening Reports grid with company name, division name and/or a short description.
- **Turnaround Time Modules** - Turnaround time graphics (TAT) display on average how long cases take to process within the last 30 days. Graphs are updated in real-time upon refreshing the screen and provide the ability to filter by 30 days, 90 days, 180 days, or 360 days.
- **Screening Reports Dashboard** - the Screening Reports dashboard shows real-time status information of your cases. You can click on the pie chart or the status table to open the Background Screening Reports grid when additional information is needed.
- **File Upload** – documents can be exchanged with using the File Upload module. This secure repository allows you to upload and download documents containing the subject's personal information (PII) without the possibility that it will be compromised.
- **Management Reports** – standard reports are available for common queries of subject data. They can be found by selecting the predefined button on the Management Reports toolbar. Custom management reports can also be created and saved.
- **Online Live Chat** - Through our online live chat tool, we are able to provide instant customer service support, allowing for expedient problem resolution.
- **Invoicing** - Invoices are accessible 24/7/365 via the Invoices page of the myTruescreen.com site.
- **Learning Center** - A customizable online learning center including on-demand audio trainings and client document storage.

Truescreen's services are provided as a SaaS, so clients do not need to purchase or download software in order to use our services. In order to utilize Truescreen's Web-based system and related electronic tools, all clients must have access to the Internet and must have the ability to establish a secure connection to our Web servers.

The site offers high-level security through 256-bit encryption, Transport Layer Security (TLS) technology and industry leading Risk-Based Authentication. The security of myTruescreen.com is regularly tested and certified by Verizon Cybertrust Security, a worldwide leader in providing enterprise security certification programs.



We recommend that clients use the most up-to-date versions of the following browsers to ensure a positive experience:

- Chrome
- Firefox
- Safari
- Edge

6. Invoices delivered electronically to the various business units on a monthly basis.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen currently engages in a billing process by which designated contacts receive an email when an invoice is posted. From here, the contact can log into myTruescreen.com to review and retrieve the invoice.

We support various electronic billing forms, including credit card payment, EFT, and secure Excel spreadsheet files. Invoices can be sent each month in Excel spreadsheet files and other electronic formats, sorted and subtotaled by location, cost center, billing code and/or other data parameters specified by the client.

We can format electronically submitted invoices to customers' specifications. A standard invoice includes case number, billing code, subject Social Security number, report package or level and any additional service notes. We can include supplemental billing reports to provide invoicing detail that best fits the client's informational and cost-tracking needs.

Our standard billing cycle is once per month. Invoices are generated on the last day of the month and distributed per client instructions. All invoices are processed and delivered promptly, allowing ample time to respond within the billing due date. If you require a different billing cycle, we work with you to find an alternate solution.

7. A dedicated account manager for personalized customer service via email and phone. Further, Virginia Tech expects the same level of service to be provided by the dedicated account manager's backup as would be received from the dedicated account manager.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen offers Virginia Tech the support of a dedicated account management team, led by [REDACTED]. [REDACTED] is supported by [REDACTED]. This team has been serving Virginia Tech's account since coming onboard in 2013.

[REDACTED] is Truescreen's in-house expert on designing and managing screening and tracking programs specifically for institutions of higher education. Over the years, the knowledge she has acquired regarding compliance and best practices in this specific space has afforded [REDACTED] the ability to offer our higher education clients effective, efficient and compliant screening programs.



Likewise, [REDACTED] specialize in the higher education space as well. Similarly to [REDACTED] and [REDACTED] support our higher education clients from both the employment perspective. [REDACTED] have become well-versed in the nuances of screening programs for this sector. The collective knowledge accumulated across these clients and between both account managers provides this client base a level of account management that is specifically designed to meet their unique needs.

At Truescreen, we believe our account management structure is one of the things that sets us apart in the applicant screening industry. Truescreen is different because we continually strive to exceed customer expectations. Our account management structure is designed to provide the level of support our clients demand at every point in our relationship - from account set up to program implementation to day-to-day account maintenance. We achieve this through an extensive cross-training effort and ongoing monitoring and measuring. Every Truescreen team member that touches your account is well-versed in your needs and requirements. Our team-based approach means that someone who thoroughly understands all aspects of your account is always available to assist you. This allows for seamless customer service that is unaffected by individual team members' schedules or availability.

8. Ability to produce various data reports upon request or at certain intervals and ad hoc reports as needed.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen offers Virginia Tech access to our Reporting module on the myTruescreen.com client-facing platform.

<IMAGE REDACTED>

myTruescreen.com Reporting Module



Our management reporting tools are designed to give clients the ability to easily access a wide variety of program-related data. All of the data that we collect is stored at a very discrete level - giving us the ability to provide clients very detailed reporting.

Ad-hoc management reports can be generated through the Custom Report Configurator tool on myTruescreen.com. Users can create customized management reports at their own convenience, 24/7/365, with this tool. An unlimited number reports can be created and saved.

We also offer an online, on-demand Management Report Library containing dozens of commonly used reports. The tool allows users to run reports with the click of a button, with results being returned instantly. All reports and data from the online tool can be exported into MS Excel for internal client use.

Truescreen can also take all data associated with a client's reports and break it down into an XML file of discrete fields. Ad-hoc reports can then be created on any aspect of an applicant screening program.

9. Provide additional service options such as credit checks, reference checks, degree verifications and other employment screening functions as requested.

Truescreen understands and complies with this requirement. While we are able to perform all of the services mentioned below, these are not currently part of Virginia Tech's existing program. We would gladly discuss incorporating any of these into the program at Virginia Tech's convenience. This is a seamless process and can be handled in as little time as a week or two with no disruption to service.

Credit Checks

Credit checks include address history, financial/trade lines and bankruptcy data on the candidate. We pull credit files from either TransUnion or Experian and only utilize credit products that are deemed "for employment purposes" under the FCRA. Credit data is reported as it is supplied by the corresponding credit bureau. For situations in which public record data is included in the credit file, both the credit bureau and Truescreen issue the required 1681k notices to the consumer.

Reference Checks

We can contact personal and/or employment references submitted by the applicant in order to gather character information. We offer standard reference interviews as well as custom reference interviews, which include client-defined interview questions. All researchers who perform reference checks are skilled in the art of obtaining the most comprehensive information available. All research is tracked and recorded in our proprietary internal workflow system.

Our workflow system allows us to customize the frequency and process utilized in verification. Clients can specify instructions for how many attempts are to be conducted over how many days.



Education Verifications

For education verifications, we directly contact the appropriate school or educational institution to verify the applicant's education history at the high school, vocational school or college level. We also have an established integration with the National Student Clearinghouse (NSCH) that allows to automate any degree verifications through the NSCH.

Education verifications include the following information:

- School Name
- Location
- Years Attended
 - Years Reported by Subject
- Degree
 - Degree Reported by Subject
- DegreeScan
- Credit Hours Obtained
- Major
 - Major Reported by Subject
- Source
- Comments

All education verifications include a search of our proprietary DegreeScan database, which helps identify so-called "diploma mills" and other educational institutions of questionable accreditation. We clearly indicate on report results if an educational institution reported by the applicant has been identified as a potential diploma mill.

Because DegreeScan contains a comprehensive, up-to-date list of diploma mills, we have already identified the vast majority of the bogus schools in existence. If a new school comes up in our research, it is moved to a special research queue, where our researchers attempt to determine whether it is a diploma mill. If it is identified as a diploma mill, it is added to the DegreeScan database and it is reported to the client that the school listed by the applicant is a potential diploma mill.

We also offer an optional enhancement to the education verification process that includes verification of a school's official accreditation status with the U.S. Department of Education. The accreditation option is available at the post-secondary school level.

Our workflow system allows us to customize the contact frequency and process. Clients can specify instructions for how many times per day and/or for how many days they would like contact to be attempted for verification – e.g., three attempts over three days, five attempts over five days or seven attempts over seven days. All attempt timeframes are performed at the same cost.



All education verifications are conducted by our in-house Research Department staff. We do not outsource, subcontract or use "home-based" researchers to perform verifications.

Employment Verifications

We verify employment going back a specified number of years, or covering a number of employers (e.g., the last five years, or the last two employers), per client requirements.

We have an established integration with The Work Number database, the largest repository of consolidated income and employment information that includes tens of thousands of employers nationwide, both large and small, as well as, private and public sector employers. Approximately 50 percent of employment verifications are completed via The Work Number. Through this integration, we are able to provide near-instant verifications many applicants' employment history.

Our standard process is to always retrieve a full employment history from The Work Number for one flat fee prior to contacting each employer. This process allows us the ability to obtain the verification much more expediently and results returned to clients without having to wait on returned responses from employers.

Through our case setup and data entry process, we identify the applicant's employers to be contacted as defined by each client's requirements. Our strategy is defined by each individual client's parameters but typically is to first attempt to speak directly with either HR or the applicant's immediate supervisor using publicly accessed contact information. In other words, we do not rely solely on the contact information provided by the applicant. When contact is made, either through our outbound call or an inbound returned call, the phone number/contact information is cross-referenced to ensure that we are always speaking with an authorized verification source. Any discrepancies or inconsistencies are probed and re-verified.

Our workflow system allows us to customize the contact frequency and process. Clients can specify direct instructions for how many times per day and/or for how many days they would like contact to be attempted for verification – e.g., three attempts over three days, five attempts over five days or seven attempts over seven days. All attempt timeframes are performed at the same cost.

Our basic employment verification includes the following:

- Employer Name
- Location
- Position/Title
 - Title Reported by Subject
- Employment/Contract Date
 - Dates Reported by Subject
- Reason for Leaving
- Eligible for Rehire/Contract



- Source
- Date of Search
- Comments

All employment verifications are conducted by our in-house Research Department staff located in our offices in the U.S. We do not outsource, subcontract or offshore any of our verifications.

SourceConnect: Truescreen utilizes SourceConnect to enhance and expedite the verification process. This tool is used to engage employers and schools more directly and provide an easier method to respond to our requests for verification. SourceConnect has the added ability of providing reminders and conducting additional follow-up with verification sources. The outcome of these changes has shown a higher verification percentage, resulting in fewer items that need to be manually processed through our Applicant Services team.

SourceConnect is a web-based module developed for Truescreen to collect verification/reference information from the indicated source and is available for employment, education, and reference verifications. To initiate the process, an email is delivered to the indicated source from Truescreen's Verifications department. This message contains a link to SourceConnect and also contains any necessary documentation (i.e. signed authorizations).

The link to SourceConnect opens into a module that requests the required information of the indicated source including items such as dates of employment, title, and rehire eligibility. Once the electronic form has been populated, the source submits to Truescreen and all responses received are attached to the respective service component and transcribed automatically into each field.

10. Ability to provide automated electronic and paper Pre-Adverse and Adverse action notices and communication, as requested, with options for customization per individual state law.

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, we are currently performing this service.

Truescreen's Consumer Care Portal is a tool that allows us to deliver and track compliance notifications to consumers electronically. These compliance notifications can be state-level requirements (California, Oklahoma, Minnesota, New York) or FCRA-mandated pre-adverse and final adverse action notifications.

Upon request from a client, Truescreen generates an email notification to the consumer through the Consumer Care Portal. The email notification includes a secure link that directs the consumer to the Web-based Consumer Care Portal. After authenticating his or her identity, the consumer is presented with the compliance notification (state letter, pre-adverse or final adverse letter), a copy of the background investigation report and a summary of his or her rights. The instance of the consumer accessing the compliance notification is logged in the myTruescreen.com Web-based



Details matter.

platform so clients have documented confirmation that the consumer received the notification.

The Consumer Care Portal also provides tools for the consumer to dispute the accuracy of the background investigation report or add a consumer statement as allowed by the FCRA. If the consumer wants to file a dispute or add a statement, he or she uses a secure workflow within the Consumer Care Portal to initiate the process. The portal allows the consumer to upload documentation such as a diploma copy or court paperwork and securely communicate with Truescreen throughout the dispute or statement process. Once Truescreen completes any necessary reinvestigation, or adds the consumer statement, the consumer is notified. In addition, Truescreen's clients are alerted via email and through myTruescreen.com Web-based platform. If a dispute is opened, a report is updated or a statement is added to a consumer's background investigation report. All relevant documentation would be included with the updated report copy per FCRA.

How pre-adverse and final adverse letters are prompted

Pre-adverse letters can be initiated either manually or by an automated trigger. If automated, the pre-adverse letter is triggered when the client adjudicates a background investigation result to a status linked to triggering the letter. If manual, the client uses the tools in myTruescreen.com to instruct us to send a pre-adverse letter. Clients can also track and review the status of the issuance of a consumer communication via myTruescreen.com.

Timing and customization of pre-adverse and final adverse letters



The specific timing of when letters are sent will depend on how Virginia Tech engages this aspect of the program. Pre-adverse letters are only sent after either a manual or automated trigger is engaged. Final adverse letters can then be automatically sent after a designated time period as specified by the client – typically a minimum of five days. During the time between the sending of the pre-adverse letter and the final letter, the process is halted if a dispute is received from the consumer. Both pre-adverse and final adverse letters are fully customizable per client.

If a consumer dispute is received as a result of a pre-adverse letter, but prior to the final letter being sent, the sending of the final letter is halted. We have implemented systematic controls to ensure final letters cannot be sent if a consumer dispute has been initiated.

Customizable letters and any limitations

Clients have the ability to fully customize the pre-adverse and final adverse letters to their liking.

Additional notices and information accompanying letters

Along with the pre-adverse or final adverse letter, the consumer is also issued a complete copy of the background investigation report and an FCRA Summary of Rights.

Process for missing contact information or returned letters (mail and email)

If a report is not deliverable by email, we would send a copy via USPS to the applicant's supplied address. If a letter is returned to by mail, we would engage the client to obtain a valid mailing address from the applicant where we could send the necessary notification letter(s).

Recent Upgrades to the Adverse Action Process

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



Details matter.

<IMAGE REDACTED>

[Redacted text block]

[Redacted text block]

[Redacted text block]



11. Provide an electronic back-up of data and allow access for at least five (5) years past contract end date.

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, Truescreen currently offer this feature.

We provide online access to electronic reports for a seven year period. For reports older than seven years, we provide an electronic transfer of reports to clients for internal storage and access. Clients can access archived reports free of charge 24/7/365 via the myTruescreen.com Web-based platform. Users can search for past reports by name, Social Security number, billing code, report request date or report due date. Upon request, Truescreen works with clients to design a process for accessing archived reports. Typically, this is accomplished by establish a transfer of these records via secure file transfer.

Should a contract between our organizations be terminated, we would work with you to negotiate a separation process that ensures a secure and efficient program transition, including the electronic transfer of any records. All data collected as part of the provision of our services will be included in transferred reports.

12. The capability to integrate with Virginia Tech's new hire infrastructure which includes the ability to:

- a. Integrate with other Virginia Tech systems in order to initiate screening, report status and/or issues, and deliver results effectuating streamlined, efficient administrative procedures. Depending on the implementation details, integration could include the New Hire Center (Equifax), PageUp Applicant Tracking System, Banner Enterprise Resource Planning System (Banner), and/or various business workflow/integration systems (TeamDynamix or others).**

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, Truescreen has discussed integration options with the university in the past but no definitive decisions were made. Truescreen maintains an internal, dedicated integrations team and is prepared to begin the process when Virginia Tech is ready to do so.

Truescreen has extensive experience designing, implementing and executing integrations of our systems with numerous platforms. Our interface systems utilize transfer mechanisms, data formats and workflow protocols compatible with a full range of HR systems that have standard import/export capabilities. We have successfully integrated with hundreds of proprietary and commercial systems including the following most notable platforms:



Details matter.

- | | | |
|---------------|--------------------|------------------|
| ▪ ADP | ▪ iCIMS | ▪ Salesforce |
| ▪ Avature | ▪ Infor | ▪ Samaritan |
| ▪ Banner | ▪ Jobvite | ▪ Service Now |
| ▪ BlueSky | ▪ Kronos | ▪ Silk Road |
| ▪ BullHorn | ▪ Lever | ▪ SuccessFactors |
| ▪ Callidus | ▪ Liaison | ▪ TalentReef |
| ▪ Ceridian | ▪ Onbase | ▪ Taleo |
| ▪ Cornerstone | ▪ PageUp | ▪ UKG |
| ▪ DDI | ▪ Paycor | ▪ Versata |
| ▪ Duck Creek | ▪ Peoplefluent | ▪ Vertafore |
| ▪ FAST | ▪ PeopleSoft | ▪ Vikus |
| ▪ FieldGlass | ▪ Periscope | ▪ Vue |
| ▪ Greenhouse | ▪ Position Manager | ▪ Workday |
| ▪ HireBridge | ▪ RecruitMax | |
| ▪ IBM | ▪ RegED | |

[Redacted text block]

[Redacted text block]

We integrate our services with client information and software systems using our proprietary ATS Toolbox developer’s tool. This customizable, open-architecture systems design methodology provides clients with the flexibility to link their choice of best-in-breed ATS/HRMS software and systems with our services and tools.

We are also HR Open Standards-certified, which confirms our software and services use the data exchange standards developed by the HR Open Standards Consortium and ultimately provides our clients with a secure, flexible mechanism for a full range of screening report request and delivery workflow requirements.



Our integrations fall into two general categories:

- **Front-end integrations** that automate the report ordering process by transferring data from employers' data capture systems in a usable format for our processes.
- **Back-end integrations** that automate the report delivery process by enabling delivery from our systems in a usable format for automatic transfer to existing client software and systems.

b. Provide your system's capabilities to accept/provide integrations via 1) batch/nightly processing, 2) real time Application Programming Interface (API), and 3) any other relevant capability.

Batch Processing

Our primary client-facing technology innovation is the myTruescreen.com client portal where bulk upload is one of the acceptable methods of ordering. An Excel spreadsheet template that includes minimal required fields is made available for upload 24/7/365. Batch orders can be tracked via myTruescreen.com in the same manner as individual searches.



Batch ordering can also be serviced through a secure upload via FTP or other transfer protocol.

Application Programming Interface (APIs)

Truescreen provides programming access using a simple and secure application programming interface (API). Our API is able to comply with all industry standard bi-directional models such as REST, WSDL, HTTPS WS-Security, and SAML. The API enables seamless integration between Truescreen's systems and our clients' applicant tracking systems.

The specific details of API's to receive/provide data are collaborated with clients' needs and systems and new functionality can be added when required. Supported API methods include Web-service calls, Web-API calls, and delimited files exchanges. The specific data format and filtering capability in the content can be customized to each client.



- c. **Provide technical details and reference from prior integrations demonstrating your system's capabilities referencing VIRGINIA TECH's systems listed in (a) and (b) above.** We have included the following referential exhibits with our submission in response to this request.



13. Provide a fast turnaround time which is defined as immediate up to 72 hours with most results returned within 48 hours.

Truescreen understands and complies with this requirement. Our company average for turnaround time across all types of investigations is [REDACTED]. Background checks where verifications are not required tend to be faster [REDACTED] than those that require verifications [REDACTED]. Turnaround time is measured and monitored through regular and random process audits required by our ISO 9001:2015 Quality Management System. Our ISO 9001:2015-certified internal workflow system allows us to offer the fastest background report turnaround in the industry.

B. SCOPE OF WORK: CONTROLLED SUBSTANCE TESTING

1. All labor, equipment, materials, supplies required for program administration, sample collection and analysis, and results reporting services. See Attachment B for type of tests and estimated quantities.

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, we are currently providing controlled substance testing on behalf of the university. As a full-service third-party administrator (TPA) of occupational health screening (OHS) services, Truescreen offers truly integrated, single-source drug testing and medical screening programs. We handle all of the arrangements, labor, materials and communications associated with each provided OHS service. Below, please find overviews of each service type outlined in Attachment B

Pre-Employment Drug Screening

Step 1: Registration

The drug screening process is initiated electronically through Truescreen's proprietary online registration tool. This tool allows candidates to quickly and easily locate collection sites and register for their drug screen. Upon registration, our solution instantaneously generates an electronic chain of custody form (eCOC) which can be printed or stored electronically on any mobile smart device to present at their appointment. Our mobile friendly, online drug registration platforms are available for Quest, LabCorp and eScreen and are designed to work on all Web-enabled devices.



<IMAGE REDACTED>

This registration tool also links seamlessly with our ApplicationStation solution and can be customized to include client-specific instructions for drug screen collection and “expiration” times for eCOCs.

While the vast majority utilizes eCOCs, Truescreen also offers the option to register by phone and/or manual distribution of either paper COC's or eCOCs. When a paper COC form is required, each client location is given its own specific account number and personalized forms. Unlike most providers, we have the capability in-house to print chain of custody forms on-demand, saving our clients time and shipping costs. These are customized with specific instructions in accordance with process protocols.

Additionally, Truescreen's internal system tracks each clients' form usage and supply. When our system determines that a pre-set number of utilized forms is reached, we automatically re-supply the client to ensure clients never run out of forms.

Step 2: Tracking

Once a subject has registered for their appointment, clients are able to start tracking the progress of the collection event. SpecimenTrack provides unparalleled access to the status of your applicant's drug screening. All steps in the process are clearly documented and available in real time. This proprietary system provides unparalleled access to the up-to-the-minute status of your applicant's drug screening. All of the steps in the process (as depicted below) are clearly documented and available on myTruescreen.com in real time.

<IMAGE REDACTED>

Step 3: Collection

Truescreen works with the client to match each of its locations with a conveniently located collection site. Our national network of more than 15,000 HHS/SAMHSA-certified sites provides comprehensive coverage across the U.S. and Canada. We also recruit additional sites, if necessary, for more remote locations. An electronic listing of Truescreen's national pool of collection sites is available 24/7/365 on the myTruescreen.com website. All sites follow collection procedures in accordance with DOT regulations and are instructed in client protocols.

**Step 4: Testing**

Truescreen has the ability to use multiple laboratory services for our drug testing and medical screening program. Our primary partners include Concentra, LabCorp and Quest Diagnostics. Truescreen has also established relationships and connections with multiple laboratory services Clinical Reference Laboratory (CRL) and Gamma-Dynacare Medical Laboratories (Canada) to provide comprehensive drug screening and occupational health screening services.

All Truescreen urine drug screen analyses are conducted according to DOT testing procedures and HHS guidelines. We support a full range of drug screening and occupational health screening services, including:

- Urine-based drug testing (5-, 7-(DOT), 9-, 10- and custom panel)
- Hair-based drug testing
- Saliva-based drug testing
- eScreen instant urine testing
- Breath alcohol testing
- Rapid/onsite/mobile urine and saliva screening kits
- Physical examinations
- Vaccinations/immunizations
- Drug-free workplace policy development and review
- Random program management

Step 5: MRO Review

Truescreen's in-house medical review officer (MRO) services are led by our full-time Director of Medical Affairs, Dr. Neha Badheka, who is Board Certified in Internal Medicine and a Certified Medical Review Officer. She has been with the company since 2016 and has more than 15 years of training and experience. She is assisted by a team of MROs.

MROs review all drug screening results in full compliance with HHS/DOT regulations and procedures. In the event of a non-negative test result, the designated MRO handles the applicant interview and provides final result reporting to the appropriate program administrator confidentially.

Step 6: Reporting

Truescreen receives a direct electronic feed of results from our affiliated laboratories, allowing us to provide automated reporting of results. Once results are delivered to us via this electronic feed, the test is posted on the myTruescreen.com Web-based platform with a pass/review status. Users simply click on the test link provided to view the report.



Pre-Employment FMCSA Clearinghouse Full Query

For positions requiring a commercial driver's license (CDL), we offer verification of CDLs through our access to the Commercial Driver's License Information System (CDLIS), a clearinghouse that allows states to exchange information about commercial vehicle drivers, traffic convictions and disqualifications. CDLIS is a central site housing identification data about each commercial driver registered by each of the 51 motor vehicle agencies nationwide, including name, date of birth, SSN, state driver's license number, AKA information and the driver's current State of Record, which includes any history of convictions and license withdrawals.

For customers that employ professional drivers regulated by DOT, Truescreen offers a Driver Qualification File (DQF) background check program with components including a Motor Vehicles Record (MVR) search, DOT employment verification, a DOT physical and a DOT pre-employment drug screening.

Background screening components for CDL drivers include:

- CDLIS search
- Federal Motor Carrier Safety Administration (FMCSA) pre-employment screening search (PSP)
- CDL Medical Certificate MVR

DQF background check components are highly specific and set to DOT standards. Via the myTruescreen.com website, we offer clients a platform from which they can manage their program and store their driver's information.

<IMAGE REDACTED>



Post-Accident/Reasonable Suspicion Drug and Breath Alcohol Screening

Post-employment, reasonable suspicion/for cause, post-accident testing, drug loss and any other events that require a rapid response can be facilitated and managed by Truescreen personnel 24/7/365. Our clients have access to all 15,000 collection sites and onsite collectors in Truescreen's national pool for these services. In cases where a collection site may not be readily available, we offer and provide support for an instant saliva-based alcohol test that is DOT-approved. We also have a toll-free emergency hotline for testing needs after regular business hours. Truescreen assists all managers with ensuring the validity of performing these tests and ensuring compliance with the client's internal policy on reasonable suspicion testing.

Our goal is to establish a process for the client that ensures timely and convenient drug tests. For post-accident testing, this includes a combination of pre-defined locations and emergency support. An emergency hotline for post-accident testing needs is available 24/7/365.

Follow-up and Confirmation Drug and Breath Alcohol Screening

Follow-up and return-to-duty testing for employees that have previously tested positive for drug or alcohol use requires an observed collection before the employee can return to duty. To ensure that a collector of the same gender is available at the collection site, Truescreen assists the client in setting up the appointment, calling the clinic to ensure such a collector is available at the time of the return-to-duty testing appointment.

If an applicant is to undergo a drug and alcohol test, the alcohol test is performed before the urine collection. Using a federally approved evidential breath testing (EBT) device, the BAT procures a deep lung sample from the subject. If the result of the screening test is an alcohol concentration of 0.020 or greater, a confirmation test is performed.

In order to conduct a confirmation test, a 15-minute waiting period must be observed. Then a second breath sample is taken using a federally approved EBT device and a new mouthpiece.

For both positive and negative tests, results are immediately reported to Truescreen, which posts them on the myTruescreen.com Web-based platform. Clients receive e-mail notifications that results are ready for viewing via the secure website.

Eligible Employees – Random Testing

Truescreen's Random Program Management (RPM) services provide automated, full-service management of random drug screening programs. RPM is provided through a web-based system for paperless administration and oversight. We reduce your workload through consolidated, easy-to-analyze electronic data and real-time compliance updates.

Through our RPM system on myTruescreen.com, we provide automated random selections from your employee pool lists and online selection notification. Truescreen's RPM management module are located on the home dashboard of myTruescreen.com for ease of use.



<IMAGE REDACTED>

This tool enables direct uploads of new pool lists and automatically matches completed drug and alcohol test results with the subject. Detailed pool list data, selection schedules and testing status updates are accessible with just a few mouse clicks.

All selections and testing are conducted in compliance with your company policy and/or guidelines. RPM highlights include:

- **Random Pool Summary:** A real-time status snapshot of your current selections that illustrates progress toward 100 percent compliance in a simple graph.
- **Random Pool Listing:** An up-to-the-minute overview of your entire random program to date, including current and previous pool list details and year-to-date testing information.
- **New Selections:** A complete list of current pool selections, tests required, specimen collection and test completion dates and other customized selections criteria.
- **Pool Participant Upload:** A convenient, uploadable template for fast submission of new pool lists; your latest list automatically appears in the New Selections module after uploading.
- **Random Program Overview:** A full array of DOT random program regulations and guidance, testing requirements and a glossary of terms.

2. C/TPA and Program administration services to include:

- a. **Maintaining a list of Virginia Tech CDL holders, pilots, police and safety sensitive positions to include names, identifying numbers as provided by Virginia Tech's Human Resources.**

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, we are currently providing this service to the university via our Driver Qualification File (DQF) management service.

Please refer to [REDACTED] which offers in-depth details about the service.



b. Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VIRGINIA TECH requirements.

Truescreen understands and complies with this requirement. As Virginia Tech's existing vendor, we are currently providing this service to the university via our Random Program Management (RPM) service.

Through our RPM system on myTruescreen.com, we provide automated random selections from your employee pool lists and online selection notification. RPM enables direct uploads of new pool lists and automatically matches completed drug and alcohol test results with the subject. Detailed pool list data, selection schedules and testing status updates are accessible with just a few mouse clicks.

All selections and testing are conducted in compliance with your company policy and/or guidelines.

c. Supplying services of a Medical Review Officer, meeting certification requirements as indicated by DOT regulations, for review of testing results and timely communication with Virginia Tech authorized personnel.

Truescreen understands and complies with this requirement. All of our OHS offerings include MRO services.

All drug screening results are reviewed by our MROs in full compliance with HHS/DOT regulations and procedures. In the event of a non-negative test result, the designated MRO handles the applicant interview; conducts all investigations with doctors or pharmacies to confirm prescriptions and other authorized medications; and provides final result reporting to the appropriate program administrator in any confidential manner required.

Truescreen's in-house medical review officer (MRO) services are led by our full-time Director of Medical Affairs, [REDACTED] serves on the Board of Directors for the Drug & Alcohol Testing Industry Association (DATIA). She has extensive experience in the healthcare field and as a Medical Review Officer. [REDACTED] is assisted by a team of MROs.

All Truescreen MROs are certified by the Medical Review Officer Certification Council (MROCC) and/or the American Association of Medical Review Officers (AAMRO), which are both nationally recognized boards with reputations for setting the standard for training of MRO professionals. Our MROs not only have specialized industry knowledge and skills proficiency, but also are well-versed in industry issues such as compliance and emerging testing techniques.



d. Communicate with authorized person(s) at Virginia Tech regarding drug screenings and/or results; finalized results should be provided via electronic system.

Truescreen understands and complies with this requirement. As an existing client, Virginia Tech's authorized user currently have access to OHS service results on myTruescreen.com.

Truescreen receives a direct electronic feed of results from our affiliated laboratories, allowing us to provide automated reporting of results. Once results are delivered to us via this electronic feed, the test is posted on the myTruescreen.com Web-based platform with a pass/fail status. Users simply click on the test link provided to view the report.

To monitor drug tests that are in process and finalized and to also generate management reporting for drug testing services, we offer our client the resources of myTruescreen.com. From the Home page, we offer Virginia Tech a high-level depiction of the status of all current report requests.

<IMAGE REDACTED>

Screening Reports Grid – Random and Pre-employment Drug Screens

From this module, Virginia Tech users can drill down into each report to obtain additional details.

<IMAGE REDACTED>

View of In Process Drug Screen



<IMAGE REDACTED>

View of Complete Drug Screen with Option to View Report

- e. **Providing electronic results to Virginia Tech within two (2) business days of the medical review results.**

Truescreen understands and complies with this requirement. [REDACTED]

- f. **Maintaining records of instrument calibration and quality control if applicable.**

Truescreen understands and complies with this requirement. Accuracy and calibration checks are performed on devices and logged each day before the testing instrument is used, according to the procedures defined by the manufacturers. Devices will be recalibrated by specially-trained individuals, if necessary.

In terms of quality control, to help ensure collection sites continue to meet customer requirements, we use a clinic authorization form. All sites follow collection procedures in accordance with DOT regulations and are instructed in client protocols. All collection sites in the Truescreen network are required to submit and keep on file all certificates of insurance, Physician CBs and training certificates. All facilities must sign an agreement with Truescreen and abide by all of Truescreen's protocols.

Truescreen requires certification of all collection site personnel and training that is geared toward ensuring the security of samples throughout the steps in the testing process, including the use of security seals, tamper-proof shipping pouches and secure storage containers. Collectors have completed the HHS/DOT-required qualifications training and initial proficiency demonstration, as well as refresher training as needed. Copies of all training certifications are also kept on file at our headquarters.



Our ISO quality management system mandates a continual improvement approach in all areas of our services, including affiliated collection sites, in which we measure feedback on performance and resolve any problems identified.

We ensure the accuracy and integrity of our partner laboratories by performing DOT-required quarterly blind sample tests, in which a urine sample that is spiked with known quantities of specific controlled substances, or that contains no controlled substances, is sent to the lab for testing. This test ensures our compliance with DOT regulations and provides a quality control measure for our labs.

Truescreen's in-house medical review officer (MRO) services are led by our full-time Director of Medical Affairs, [REDACTED] serves on the Board of Directors for the Drug & Alcohol Testing Industry Association (DATIA). She has extensive experience in the healthcare field and as a Medical Review Officer. [REDACTED] is assisted by a team of MROs.

MROs review all drug screening results in full compliance with HHS/DOT regulations and procedures. In the event of a non-negative test result, the designated MRO handles the applicant interview; conducts all investigations with doctors or pharmacies to confirm prescriptions and other authorized medications; and provides final result reporting to the appropriate program administrator in any confidential manner required.

All Truescreen MROs are certified by the Medical Review Officer Certification Council (MROCC) and/or the American Association of Medical Review Officers (AAMRO), which are both nationally recognized boards with reputations for setting the standard for training of MRO professionals. Our MROs not only have specialized industry knowledge and skills proficiency, but also are well-versed in industry issues such as compliance and emerging testing techniques.

g. Maintaining and producing for Virginia Tech all DOT testing records, forms and reports in accordance with DOT regulations.

Truescreen understands and complies with this requirement. Truescreen currently performs this function on behalf of Virginia Tech today.

h. Permitting access to all facilities utilized by the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over Virginia Tech.

Truescreen agrees to permit access to all facilities as required by Virginia Tech and/or any local or state agencies.



i. Providing c/TPA services for the FMCSA Clearinghouse including conducting pre-employment and annual queries, and reporting drug and alcohol violations of CDL holders through the FMCSA Alcohol and Drug Clearinghouse.

Truescreen understands and complies with this requirement. Truescreen currently performs this service on behalf of Virginia Tech today.

Truescreen serves as both a Third Party and Administrator (TPA) and Medical Review Officer (MRO). In these dual reporting roles, we provide comprehensive DOT Clearinghouse Services. As the “gatekeeper,” the MRO reports DOT-defined violations to the Clearinghouse. As the TPA, we perform both full and limited queries on the client’s behalf once a service agent of record has been designated.

To initiate a query, Virginia Tech would provide Truescreen with the subject’s name, CDL holder driver’s license number, state of issuance and the required DOT Clearinghouse service.

Upon selecting “Conduct a Limited Query”, the driver’s CDL information is entered and reviewed for accuracy. From this point, the system verifies the driver’s information. Trained team members then log returned results into the Clearinghouse. Truescreen then provides status (“Pass” or “Review”) for each query conducted and indicates whether a driver has been verified on the Clearinghouse. We also note if no record was returned.

j. Ability to provide automated electronic and paper Pre-Adverse and Adverse action notices and communication for pre-employment drug screenings and/or Clearinghouse queries as requested.

Truescreen understands and complies with this requirement. Truescreen currently performs this service on behalf of Virginia Tech today.

Truescreen's Consumer Care Portal is a tool that allows us to electronically deliver and track compliance notifications to consumers. These compliance notifications can be state-level requirements (California, Oklahoma, Minnesota, New York) or FCRA-mandated pre-adverse and final adverse action notifications.

Upon request from a client, Truescreen generates an email notification to the consumer through the Consumer Care Portal. The email notification includes a secure link that directs the consumer to the Web-based Consumer Care Portal. After authenticating his or her identity, the consumer is presented with the compliance notification (state letter, pre-adverse or final adverse letter), along with a copy of the background investigation report and a summary of his or her rights. The instance of the consumer accessing the compliance notification is logged in the myTruescreen.com Web-based platform so clients have documented confirmation that the notification was received by the consumer.



The Consumer Care Portal also provides tools for the consumer to dispute the accuracy of the background investigation report or add a consumer statement as allowed by the FCRA. If the consumer wants to file a dispute or add a statement, he or she uses a secure workflow within the Consumer Care Portal to initiate the process. The portal allows the consumer to upload documentation such as a diploma copy or court paperwork, and communicate with Truescreen securely throughout the dispute or statement process. Once Truescreen completes any necessary reinvestigation, or adds the consumer statement, the consumer is notified. In addition, Truescreen's clients are alerted via email and through the myTruescreen.com Web-based platform in the event a dispute is opened, a report is updated or a statement is added to a consumer's background investigation report. All relevant documentation would be included with the updated report copy in accordance with FCRA.

k. Ability to provide services to meet requirements set forth in DOT regulations regarding driver qualification files and required pre-employment drug and alcohol testing documentation.

Truescreen understands and complies with this requirement. Truescreen currently performs this services to these specifications on behalf of Virginia Tech today.

We offer DOT-mandated urine and breath specimen analyses using HHS/SAMHSA-certified labs and equipment, in full accordance with DOT regulations, for pre-employment, reasonable suspicion/for cause, post-accident and follow-up/return to duty testing, as well as random program management.

In compliance with DOT guidelines, our standard DOT employment history verification process is to contact the driver's former employers over the previous three-year period directly by phone to ask a set of DOT-required questions regarding the driver's employment and performance in his or her former position.

Additionally, as part of the former employer interview, we ask each of the driver's employers a set of DOT-required questions regarding the driver's drug and alcohol testing history. All DOT employment history verifications are fully documented for inclusion in the DQF file.

3. Urine controlled substances testing services to include:

a. Conducting random drug screenings quarterly according to DOT regulations and according to VIRGINIA TECH requirements for non-DOT employees.

Truescreen understands and complies with this requirement. Truescreen currently performs random screenings on behalf of Virginia Tech today.



Truescreen makes quarterly selections using a computer-based random number generator. This generator creates a random selection pattern to ensure that the program is administered in an unbiased fashion. This formula can be configured to select any percentage of drug testable titles as desired by the client. In Virginia Tech's case, percentages vary by pool and by substance. [REDACTED]

Pool Name	Drug Percentage	Alcohol Percentage
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Through our RPM system on myTruescreen.com, we provide automated random selections from your employee pool lists and online selection notification. RPM enables direct uploads of new pool lists and automatically matches completed drug and alcohol test results with the subject. Detailed pool list data, selection schedules and testing status updates are accessible with just a few mouse clicks.

All selections and testing are conducted in compliance with your company policy and/or guidelines.

b. Conducting pre-employment, reasonable suspicion, post-accident, and return-to-work testing upon request of Virginia Tech.

Truescreen understands and complies with this requirement. Truescreen currently performs random screenings on behalf of Virginia Tech today.

Post-employment, reasonable suspicion/for cause, post-accident testing, drug loss and any other events that require a rapid response can be facilitated and managed by Truescreen personnel 24/7/365. Our clients have access to all 15,000 collection sites and onsite collectors in Truescreen's national pool for these services. In cases where a collection site may not be readily available, we offer and provide support for an instant saliva-based alcohol test that is DOT-approved. We also have a toll-free emergency hotline for testing needs after regular business hours. Truescreen assists all managers with ensuring the validity of performing these tests and ensuring compliance with the client's internal policy on reasonable suspicion testing.

Our goal is to establish a process for the client that ensures timely and convenient drug tests. For post-accident testing, it includes a combination of pre-defined locations and emergency support. An emergency hotline for post-accident testing needs is available 24/7/365.



c. Providing collection on a 24-hour basis for post-accident and reasonable suspicion testing.

Truescreen understands and complies with this requirement. Truescreen currently provides 24-hour post-accident and reasonable suspicion testing options for Virginia Tech. An emergency hotline for these scenarios is available 24/7/365.

d. Ensuring a legal chain of custody.

Truescreen understands and complies with this requirement. Truescreen currently handles the chain of custody process on behalf of Virginia Tech. A combination of both types of COCs are currently in use with Virginia Tech's program. The type of COC used depends on what the collection site accepts.

The drug screening process is initiated electronically through Truescreen's proprietary online registration tool. This tool allows candidates to quickly and easily locate collection sites and register for their drug screen. Upon registration, our solution instantaneously generates an electronic chain of custody form (eCOC) which can be printed or stored electronically on any mobile smart device to present at their appointment. Our mobile friendly, online drug registration platforms are available for Quest, LabCorp and eScreen and are designed to work on all Web-enabled devices.

This registration tool also links seamlessly with our ApplicationStation solution and can be customized to include client-specific instructions for drug screen collection and "expiration" times for eCOCs.

While the vast majority utilize eCOCs, Truescreen also offers the option to register by phone and/or manual distribution of either paper COC's or eCOCs. When a paper COC form is required, each client location is given its own specific account number and personalized forms. Unlike most providers, we have the capability in-house to print chain of custody forms on-demand, saving our clients time and shipping costs. These are customized with specific instructions in accordance with process protocols.

Additionally, Truescreens internal system tracks each clients' form usage and supply. When our system determines that a pre-set number of utilized forms is reached, we automatically re-supply the client to ensure clients never run out of forms.

e. Providing DOT and non-DOT testing panels.

Truescreen understands and complies with this requirement. We currently administer both DOT and non-DOT test panels as part of Virginia Tech's existing program.



f. Complying with procedures outlined in DOT regulations for DOT drug screenings and with procedures provided by Virginia Tech for non-DOT drug screenings.

Truescreen understands and complies with this requirement. As the existing vendor, we currently comply with all DOT regulations and Virginia Tech's procedural instructions.

Truescreen maintains a team that is charged with remaining current on changes in DOT regulations to support compliant practices and workflows. This team is led by [REDACTED] Director of Occupational Health and DOT Compliance. With over 20 years of experience in regulatory compliance as well as training and policy development, [REDACTED] serves as a subject matter expert for Truescreen in areas such as DOT-regulated screening, drug screening, physical examinations, and breath alcohol tests. She is responsible for overseeing the daily operations, departmental training and compliance of Truescreen's Occupational Health Screening and DOT services.

Additionally, [REDACTED] is charged with expanding our clinical network and ensuring efficient and effective scheduling and production processes. Currently, [REDACTED] serves on the Drug and Alcohol Testing Industry Association (DATIA) Education Committee and she has previously served as a national trainer for the Department of Transportation on a variety of topics such as Reasonable Suspicion Training. [REDACTED] joined the Truescreen team in 2019 and holds a bachelor's degree in communications from the College of Notre Dame.

g. Providing confirmation testing in accordance with DOT regulations for DOT drug screenings and in accordance with Virginia Tech directives for non-DOT drug screenings.

Truescreen understands and complies with this requirement. As the existing vendor, we currently perform confirmation testing in accordance with DOT regulations and in accordance with Virginia Tech's procedural instructions for non-DOT screenings.

All Truescreen urine drug screen analyses are conducted according to DOT testing procedures and HHS guidelines. We can provide basic 5-, 9- or 10-panel testing, or customized panel testing designed to cover a wider range of drugs or focus on a specific drug. Truescreen can also incorporate a variety of screen threshold and confirmation threshold cut-off levels into our clients' testing programs.

Our urine-based testing procedures include:

- Initial testing (screening) of urine specimens performed by HHS/SAMHSA-certified laboratories using FDA-approved immunoassays.
- Confirmation testing conducted on "presumptive positive" samples using gas chromatography/mass spectrometry (GC/MS), a more sensitive and specific analytical procedure.



4. Alcohol testing services to include:

a. Conducting random breath alcohol screenings quarterly according to DOT regulations and according to VIRGINIA TECH requirements for non-DOT employees.

Truescreen understands and complies with this requirement. As the existing vendor, we currently perform quarterly, random breath alcohol screenings in accordance with DOT regulations and according to Virginia Tech's requirements for non-DOT employees.

b. Conducting reasonable suspicion, post-accident, and return-to-work testing upon request of Virginia Tech.

Truescreen understands and complies with this requirement. As the existing vendor, we currently perform reasonable suspicion, post-accident and return-to-work testing on behalf of Virginia Tech.

These instances are facilitated and managed by Truescreen personnel 24/7/365. Our clients have access to all 15,000 collection sites and onsite collectors in Truescreen's national pool for these services. In cases where a collection site may not be readily available, we offer and provide support for an instant saliva-based alcohol test that is DOT-approved. We also have a toll-free emergency hotline for testing needs after regular business hours. Truescreen assists all managers with ensuring the validity of performing these tests and ensuring compliance with the client's internal policy on reasonable suspicion testing.

Truescreen provides alcohol testing that utilizes a DOT-conforming breathalyzer administered by a certified Breath Alcohol Technician. We ensure that all of its collection sites are DOT-certified to perform alcohol testing, and that they are using only federally approved equipment to perform these services. All Breath Alcohol Technicians have submitted to Truescreen a copy of all training certifications, which are kept on file at our corporate office.

All breath alcohol tests conducted must follow DOT test procedures, including evidential breath testing (EBT) device methodology, test preparation, procedures for conducting an initial screening test, procedures for conducting a confirmation test and record keeping.

c. Providing testing on a 24-hour basis for post-accident and reasonable suspicion testing.

Truescreen understands and complies with this requirement. As the existing vendor, we currently offer round the clock support to Virginia Tech for these scenarios.

Post-employment, reasonable suspicion/for cause, post-accident testing, drug loss and any other events that requires a rapid response is facilitated and managed by Truescreen



personnel 24/7/365. An emergency hotline for post-accident testing needs is also available 24/7/365.

d. Complying with procedures outlined in DOT regulations for DOT BAT screenings and with procedures provided by Virginia Tech for non-DOT BAT screenings.

Truescreen understands and complies with this requirement. As the existing vendor, we perform these services in compliance with both DOT regulations and Virginia Tech procedural instructions as applicable.

Truescreen has 33 years of experience in providing DOT and non-DOT pre/post-employment screening. We have extensive experience in providing unique, client-focused DOT and non-DOT pre/post-employment screening solutions to institutions and organizations of varying size and complexity in higher education.

e. Supplying the services of a trained Breath Alcohol Technician to conduct the Evidential Breath Tests.

Truescreen understands and complies with this requirement. As the existing vendor, all breath tests are performed by trained, certified technicians.

All of Truescreen's collection site partners are DOT-certified to perform alcohol testing and only use federally approved equipment to perform these services. Truescreen maintains a copy of all Breath Alcohol Technicians' training certifications which are kept on file at our corporate office.

f. Conducting confirmation testing in accordance with DOT regulations for DOT BAT screenings and in accordance with Virginia Tech directives for non-DOT BAT screenings.

Truescreen understands and complies with this requirement. As the existing vendor, all confirmation testing is performed in accordance with DOT BAT regulations and according to Virginia Tech procedural instructions for non-DOT events.

Using a federally approved evidential breath testing (EBT) device, the BAT procures a deep lung sample from the subject. If the result of the screening test is an alcohol concentration of 0.020 or greater, a confirmation test is performed.

In order to conduct a confirmation test, a 15-minute waiting period must be observed. Then a second breath sample is taken using a federally approved EBT device and a new mouthpiece.



5. All of the aforementioned services at the Contractor's location provided such location is within a 20-minute commute from the Virginia Tech Blacksburg campus or satellite campus/facilities. Provision of electronic registration and custody and control forms wherever available.

Truescreen understands and complies with this requirement. As the existing vendor, we have performed a site match for Virginia Tech which lists the sites located within a 5-mile radius (15-20 minutes) of the Blacksburg campus.

Location	Distance (miles)	Address
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Our solution is able to generate electronic chain of custody forms (eCOC) which can be printed or stored electronically on any mobile smart device to present at their appointment. Our mobile friendly, online drug registration platforms are available for Quest, LabCorp and eScreen and are designed to work on all Web-enabled devices.

While the vast majority utilizes eCOCs, Truescreen also offers the option to register by phone and/or manual distribution of either paper COC's or eCOCs. When a paper COC form is required, each client location is given its own specific account number and personalized forms. Unlike most providers, we have the capability in-house to print chain of custody forms on-demand, saving our clients time and shipping costs. These are customized with specific instructions in accordance with process protocols.

Additionally, Truescreen's internal system tracks each clients' form usage and supply. When our system determines that a pre-set number of utilized forms is reached, we automatically re-supply the client to ensure clients never run out of forms.

6. Provision of testing locations and supplies for all personnel, on- or off-campus, located throughout the Commonwealth and nationwide. Provision of electronic registration and custody and control forms wherever available.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen is responsible for provision of both site options and supplies. As available, we offer Virginia Tech subjects an eCOC option.



Truescreen's internal system tracks each clients' paper chain of custody (COC) form usage and supply. When our system determines that a pre-set number of utilized forms is reached, we automatically re-supply the client to ensure clients never run out of forms.

When a paper COC form is required, each client location is given its own specific account number and personalized forms. Unlike most providers, we have the capability in-house to print chain of custody forms on-demand, saving our clients time and shipping costs. These are customized with specific instructions in accordance with process protocols.

For eCOCs, the subject is supplied with instructions on how to identify a collection facility. The donor provides information on their location and we find the nearest collection site supporting electronic COCs and the type of testing required. The donor does not need an appointment; we simply provide them with a registration number that they present at the collection site. The donor is also been supplied with contact information in case there are any issues finding a suitable location.

7. A dedicated account manager for personalized customer service via email and phone. Further, Virginia Tech expects the same level of service to be provided by the dedicated account manager's backup as would be received from the dedicated account manager.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen offers Virginia Tech the support of a dedicated account management team, led by [REDACTED]. [REDACTED] is supported by [REDACTED]. This team has been serving Virginia Tech's account since coming onboard in 2013.

[REDACTED] is Truescreen's in-house expert on designing and managing screening and tracking programs specifically for institutions of higher education. Over the years, the knowledge she has acquired regarding compliance and best practices in this specific space has afforded [REDACTED] the ability to offer our higher education clients effective, efficient and compliant screening programs.

Likewise, [REDACTED] specialize in the higher education space as well. Similarly to [REDACTED], [REDACTED] support our higher education clients from both the employment perspective. [REDACTED] have become well-versed in the nuances of screening programs for this sector. The collective knowledge accumulated across these clients and between both account managers provides this client base a level of account management that is specifically designed to meet their unique needs.

At Truescreen, we believe our account management structure is one of the things that sets us apart in the applicant screening industry. Truescreen is different because we continually strive to exceed customer expectations. Our account management structure is designed to provide the level of support our clients demand at every point in our relationship - from account set up to program implementation to day-to-day account maintenance. We achieve this through an extensive cross-training effort and ongoing monitoring and measuring. Every Truescreen team member that



Details matter.

touches your account is well-versed in your needs and requirements. Our team-based approach means that someone who thoroughly understands all aspects of your account is always available to assist you. This allows for seamless customer service that is unaffected by individual team members' schedules or availability.



C. COMPLIANCE SERVICES

1. Maintain records for all required DOT drug and alcohol test results, FMCSA Clearinghouse queries, RTD process administration, and records on drug and alcohol testing collection process.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen is currently performing this service on behalf of Virginia Tech via our Driver Qualification File (DQF) solution.

Through our DQF solutions, clients can electronically manage, store and track DOT-required Driver Qualification Files. Truescreen's Driver Qualification File (DQF) management services ensure that DOT-regulated drivers' files are current and contain the necessary documents for compliance. Truescreen handles the total management of each file which are stored online and available 24/7/365 on the DQF module of myTruescreen.com.

2. Submit MIS (Management Information System) statistical data upon request of FMCSA or FAA.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen is currently able to support this request as required on behalf of Virginia Tech.

Truescreen has a propriety software program whereby we capture data required by DOT in aiding FMCSA and FAA MIS statistical reporting. This occurs if:

- requested by DOT;
- testing has occurred utilizing our lab requisition forms; and
- we have facilitated an alcohol-based test.

3. Offer current and real-time guidance on new rules, regulations, and standards impacting employment screening, drug and alcohol testing services and DOT regulations with as much lead time as possible. This will include, but not be limited to: email updates, trainings/webinars for users, regularly scheduled meetings with Virginia Tech, DOT training for employees, supervisors, and the DER.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen provides Virginia Tech with compliance support through a number of different means.

Compliance Educational Resources

Truescreen provides extensive resources and educational programs to help our clients ensure compliance with myriad laws and regulations regarding the applicant screening industry. These resources are posted, updated, and maintained on the Newsroom module of the myTruescreen.com Home dashboard.

The Newsroom module breaks down our client communications into the following categories:



- **Industry News:** offers regularly updated news items, culled from newspapers and trade publications, relating to legislation, case law, statistics, and trends in applicant screening.
- **Company News:** provides immediate notice of the latest developments at Truescreen product introductions, staff additions, and operational issues (i.e., court closures).
- **Newsletters/Legislative Alerts:** alerts clients of any crucial breaking industry legislation or regulations that may impact business; also distributed twice monthly to clients via email.
- **Compliance to Consider Webcast Recordings:** educational sessions performed by Truescreen SMEs on pending industry changes or trends for which visual cues and live demonstrations are of value to the client.
- **Compliance Issue Analysis (CIA):** brief 1-2 page question-based articles that answer pertinent client questions concerning compliance issues or other industry topics.
- **White Papers:** provides a more in-depth analysis of a particular issue that requires more content than a CIA.

Expert Review/Support

One of the greatest value-adds we offer our clients is assembling account management support teams that don't just specialize in an industry (i.e. education) but also in particular services (i.e. substance testing) The account management team currently supporting Virginia Tech's program – comprised of [REDACTED]

[REDACTED] - reflect Truescreen's resident experts on designing, developing, implementing and managing these type of accounts.

[REDACTED] leads Virginia Tech's account management team. [REDACTED] has been serving this account since 2013. In that time, Suzi has been able to serve as a liaison between Truescreen's internal teams and Virginia Tech. As the constant in the professional relationship, [REDACTED] has been able to keep all involved parties current on workflows, procedures, services, parameters and regulatory updates.

Executive Account Manager [REDACTED] has served as the primary account manager for Virginia Tech since 2013. [REDACTED] is Truescreen's most seasoned and experienced account manager, specializing in supporting higher education clients. [REDACTED] has developed and implemented a number of customizations for Virginia Tech as delivered countless training sessions for staff. She has been invaluable to the level of accuracy, quality and efficiency with which the program operates today.

[REDACTED]
[REDACTED]

Consultative Services

Truescreen also offers client the resources of our subject matter experts (SMEs). Below please find brief bios for the SMEs Virginia Tech has access to for guidance and support.



Details matter.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



[REDACTED]

[REDACTED]

[REDACTED]

4. Provide resources and tools to aid in compliance with both federal and state employment laws regarding background checks, adverse action processes, etc.

Truescreen understands and complies with this requirement. As the existing vendor, Truescreen ensures compliance with legal and industry requirements for background checks through our superior in-house resources and proactive approach to in-depth monitoring of requirements. We are committed to staying apprised of any applicable legal changes, ensuring our services are in full compliance and seeing that our clients are educated.

As a consumer reporting agency, compliance is a core element of our business and we take our mission of helping our clients control risk seriously. This means that we invest heavily in ensuring that we have the necessary resources, expertise and systems in place to drive compliance.

We are committed to staying apprised of any applicable federal (FCRA, ADA, Equal Opportunity Employment Act, Title VII Civil Rights Act laws), state and local laws relating to the applicant screening of employees and candidates, ensuring our services are in full compliance and seeing that you are properly educated.



Truescreen maintains an in-house compliance team that is charged with proactively monitoring the legal landscape as it relates to both specific industry requirements as well as regulations associated with background screening. This department is comprised of team members who have collectively amassed decades of experience pertaining to laws regarding employment, background screening, discrimination and immigration. Beyond general knowledge of these areas, there are specific team members that specialize in certain topics, offering our clients expert guidance and support as it relates to items such as the Fair Credit Reporting Act, I-9 compliance, the Gramm-Leach-Bliley Act and the Drivers Privacy Protection Act.

To further ensure we are delivering the most compliant solutions and guidance to our clients, we also enlist the support of outside firms that specialize in topics that impact Truescreen's delivery of background screening services to clients. We partner with a number of outside law firms who monitor our business requirements and alert us of upcoming federal- and state-level changes that may impact our products or processes.

While we maintain an internal, dedicated compliance team, the concept is considered a facet of each employee's job and all team members are tasked with remaining current and educated on changes in regulations as it affects their work responsibilities. To that end, our compliance team issues company-wide notifications of pending regulatory changes and assists in developing training modules that must be completed by employees when first onboarding with Truescreen and periodically throughout their tenure. Similarly, Truescreen demonstrates a commitment to compliance by requiring that all employees who oversee the research process or are involved with consumer disputes become FCRA-certified by PBSA. These certified employees span across a dozen different divisions and departments and more than one third represent advanced certifications.

From a systems perspective, specific compliance requirements, from international, federal, state and local regulations, are designed into our workflow systems to ensure the compliance of our processes and reporting. This includes both hard-coded, rules-based filters, as well as work-instruction-based research processes. Full training in our industry's privacy/confidentiality directives, including FCRA regulations, is mandatory for all Truescreen employees. In addition, all of our reporting is subject to ongoing audit monitoring by both our internal audit team and external auditors.

5. Offer robust online resources that can be accessed for quick reference to already published guidance by the vendor and for research purposes.

Truescreen understands and complies with this requirement. As an existing client, Virginia Tech has access to several online support resources.

Truescreen provides tools that answer common questions Virginia Tech may have via modules on the myTruescreen.com Home link. In the upper right hand corner of the Home link reside a question mark icon. When clients click on this link, a pop-up screen launches which opens a "How To" guide for users.



<IMAGE REDACTED>

There is a menu bar that lists “Suggested Topics” which include:

- Miscellaneous
- How to Order
- Smart Grids
- Screening Reports
- Customize Pages

The menu bar also includes a link to “Other Topics” which includes items such as:

- Smart Search
- Screening Report Details
- I-9 Forms
- E-Verify Cases
- Turnaround Times
- Custom Management Reports
- Random Pool Management

Also in the pop-up screen is a button in the upper right hand corner labeled “Learning Center.” Here clients can locate a series of helpful links regarding a wide variety of topics. The screenshot below depicts a list of sample links available via the “Learning Center”



<IMAGE REDACTED>

2. Describe in detail how you provide customer service and how you ensure the quality of the services.

Customer Service

Contrary to many companies, the customer service function within our company is not an entry-level position. All our associates are trained on the operations floor, learning the ins and outs of completing every aspect of applicant screening reports.

All customer service representatives are trained in Truescreen's ISO-driven processes and procedures and the details of each client's program. To ensure the effectiveness of our training and the level of service provided, we continually monitor our customer service operations and measure numerous performance metrics against internally set standards.

Clients have full access to Truescreen's entire customer service team, which offers round the clock support and can be reached via a toll-free phone number, email or fax. Additionally, our clients have access to background reports, management reporting capability and other program resources 24/7 on myTruescreen.com.

Inquiries submitted to our customer service team are addressed by knowledgeable, competent representatives who can readily harness all available resources to effectively resolve the issue at hand.

Our processes are carefully designed to meet our customer service goals, and our metrics help us to measure our performance against those goals. We attribute our 99 percent client retention rate to our commitment to customer satisfaction and product excellence.

Quality Controls

Truescreen was one of the first companies in the applicant screening industry to receive ISO 9001:2015 Quality Management System certification. This certification means our processes contain systematic quality controls to ensure applicant screening quality requirements, such as turnaround time, accuracy, and completeness, are met in every service we provide. We must pass annual audits by a third-party management system registrar to maintain our certification.



Within the ISO quality system framework, all of Truescreen's processes are consistently carried out in support of our mission to exceed client expectations in the principal areas of quality, user-friendliness, efficiency, service-orientation and timeliness. We document these quality system initiatives in our formal Quality Manual and in individual operations process flowcharts and work instructions.

Some of the benchmarks and measurement methods that we use to track adherence to these principles include employee error ratios, internal audits, client satisfaction surveys, individual employee productivity reports, client call tracking and turnaround time monitoring.

Truescreen accomplishes proactive, self-identified quality improvement through random and regular audits of our departments and our processes, conducted by a dedicated internal quality auditor and employees specially trained to serve as internal auditors for other departments. Input is also collected from client surveys, customer service inquiries and other client interactions.

Every company employee must be aware of the ISO 9001:2015 program. All job assignments affect product quality either directly or indirectly; therefore, everyone must be aware of the program and support efforts to become registered and remain compliant.

It is our people and our processes that make us a quality organization. We strongly encourage all employees to help identify continual improvement opportunities, participate in corrective and risk action initiatives and identify the root causes of issues.

Any quality issues identified during the issue escalation process are handled through our formal Continual Improvement Risk and Corrective Action (CIRCA) processes. This is a core ISO 9001:2015 mechanism for identifying and implementing process improvements, and ultimately helping clients save time and money. If a quality issue is identified, we have a defined process to research the issue, identify appropriate corrective actions, evaluate risk, test those actions, conduct planning and then implement and measure those actions. On the drug testing side, we perform DOT-required quarterly blind sample tests, in which a urine sample spiked with known quantities of a specific controlled substance or containing no controlled substances is sent to the lab for testing. This test ensures our compliance with DOT regulations and provides a quality control measure for our labs.

To ensure quality and accuracy on the collection side of our drug testing process, all results go through our Medical Review Officer before being reported to the client. The MRO ensures the legitimacy of the lab results and confirms that the information being reported is correct before it is delivered to the client.

For example, in the event of a non-negative test result, our designated MRO handles the applicant interview; conducts all investigations with doctors or pharmacies to confirm prescriptions and



other authorized medications; and provides final result reporting to the appropriate program administrator in any confidential manner required.

If a false positive complaint is made during the applicant interview, the MRO can advise the applicant of their options per the client's company policy and DOT drug testing regulations. In addition, our MROs oversee all quality control of test forms and reports.

3. Describe in detail the qualifications and experience of your organization and how it is designed to provide employment screening services and/or alcohol and controlled substance testing services. Provide a client/reference list that currently shows universities or government agencies that have a contract with your organization.

With 33 years of experience in the background screening business, Truescreen understands the unique background screening needs for public and educational institutions. We have successfully implemented screening programs for hundreds of entities operating in the public education space. Truescreen provides services to more than [REDACTED] higher education institutions that comprise nearly [REDACTED] different campuses and schools of specialty.

Through our extensive work with educational institutions, Truescreen has developed an understanding of the types of legal and privacy issues that are unique to screening in the college and university environment, which helped us to hone our services to best fit higher education clients' needs. We also understand the types of challenges that large public higher education systems face in developing an effective screening program.

Truescreen is a member of the Vertical Screen family of applicant screening companies, which has been in business and under the same ownership since 1989. Truescreen provides services exclusively to the higher education and general business sector. The Vertical Screen family of companies also includes Business Information Group which serves the financial industry, and Certiphi Screening, which serves the healthcare industry. Our sister company, Fieldprint, provides Livescan Fingerprinting; Form I-9 Section 2 Completion; Badge Photography and Processing; and Fitness Determination and Adjudication exclusively through the Vertical Screen family of companies and directly to federal and state governments.

The Vertical Screen family of companies has built its reputation as one of the nation's leading providers of applicant screening services through well-planned implementations, flawless execution and focused customer service and education. It is only through superior and consistent performance that we have been able to maintain a 99 percent client retention rate. This same execution and focused customer service will help clients achieve its hiring objectives.

Referential Clients

Below, please find a list of some of our more notable higher education clients that operate in the public sector.



Details matter.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Describe how you will charge for services provided and include a fee schedule. This may not be an all-inclusive contract so include the fee schedule based upon the services you can provide and clearly indicate what services will be provided. In regards to employment screening services, please provide a package price for county criminal search, national database search, social security trace, and national sex offender database search. In addition, provide an ala cart fee schedule for all services. In regards to alcohol and controlled substance testing services, please provide the unit price for pre-employment, random, post- accident, suspicion, follow-up and confirmation tests. See Attachment B for estimated annual test quantities. Describe any volume discounts and at what levels these discounts are available.

Please refer to Exhibit E for Truescreen's fee schedule which includes prices for both background check and substance testing services.

At Truescreen, we take a "no surprises" approach to pricing. Our pricing is based on usage, and we do not charge for setup, training, integration, reporting or other support functions. Charges are only incurred when services are used.

Our pricing includes all costs associated with the services provided, with the exception of limited court, state or MVR access fees; fees associated with the retrieval or verification of criminal record documents; or fees from 900-number or pay verification services such as The Work Number and National Student Clearinghouse. All fees are passed along on an at-cost basis and are broken out on the invoice.

Truescreen is flexible with its business relationships and will gladly entertain discussions regarding discounting/incentive programs. Certain volume discounts may apply if annual report volume reaches certain thresholds. We would also consider discounts for usage commitments.

5. Answer all questions in the Case Studies which can be found in Attachment C.

CONVICTION CHECK FOCUSED

1. A new VIRGINIA TECH hire resides in California. What tools are available to help ensure that VIRGINIA TECH is compliant with any applicable laws concerning consent forms, adverse processes, etc. in California?

The new hire will be issued an email which includes a link to complete an intake form on ApplicationStation. This intake form is used to secure not only all required information about the subject in order to perform an accurate background search, but also serves as the platform by



Details matter.

which we can secure consent and disclosure forms on behalf of Virginia Tech. [REDACTED]

[REDACTED]

[REDACTED]



2. A conviction check is completed for a new hire who resides in a state where DOB or other identifying information is no longer able to be used to positively match identity. What processes do you have in place to confirm identity or that possible convictions belong to a subject under such circumstances?

We carefully review the matter and look to other sources to attempt to positively verify the subject's identity (including arresting agencies, Department of Corrections, etc.). The Consumer Financial Protection Bureau (CFPB) has indicated that matching records by name only is not appropriate. As such, we strive to access available records from agencies that are connected to courthouse records.

3. Cost Case Study Part A: Provide cost for a conviction check package with the following components/ parameters. Include base cost and explain if there are any additional pass-through fees that may be incurred: Searches primary name + all disclosed or reported aliases for all addresses valid within the past years. Social Security Scan Sex Offender Database Search County Criminal Federal Criminal Search National Criminal Database Search Driving Record Check.

Please refer to Exhibit E – Price Schedule for this fee. This fee is identified as the line item labeled “Cost Case Study Part A.”

4. Part B: When we receive this report, it is discovered that the candidate provided an incorrect social security number (SSN). We need to submit a custom case for the correct SSN, which would include a Social Security Scan. What is the cost of the custom case?

Please refer to Exhibit E – Price Schedule for this fee. This fee is identified as the line item labeled “Cost Case Study Part B.”

DRUG SCREENING / DOT FOCUSED

1. A VIRGINIA TECH employee, who was pulled for a quarterly random drug and alcohol screening, goes to the assigned clinic and is told that they are unable to complete their screening due to an error with the registration form provided by the c/TPA. What direct support is provided to this employee?

When there is an issue with a custody and control form, the collection site may reach out to our OHS department for assistance in obtaining a new authorization form so that testing may proceed. Additionally, donors or supervisors can call or email Truescreen's customer service team who will immediately engage our internal OHS team to resolve the matter.

In many instances, this scenario is easily corrected by providing a new authorization or account number for an electronic custody and control form. Regarding alcohol test forms, these are provided by the collection site. If an issue involves a site not having the proper paperwork to administer the test, the donor or the supervisor can contact our OHS team. We will quickly identify a new testing facility.



2. VIRGINIA TECH has hired a new Designated Employer Representative. What resources, training, consultative services do you provide that would be beneficial for this new employee as they step into their new role? Please include resources that will assist in compliance, organizational tools, policy or procedure development, best practices, etc.

Virginia Tech's account management team who will introduce all new DER hires to Truescreen and the program. [REDACTED] will be available to answer any questions the employee may have and the employee will also have access to our entire customer service team.

Additionally, Truescreen has developed several user guides that would be extremely helpful to new DER hires. [REDACTED]

As required, Virginia Tech's account management team is empowered to seek the support and guidance of our in-house, OHS SMEs. Bios for this team are included below. This team can offer guidance to Virginia Tech on complex matters and for unique situations.

Dr. Neha Badheka, Director of Medical Affairs/Chief MRO – [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

3. The DOT announced a proposed rule change on Monday, Feb 28, 2022, to allow employers the option of adding Oral Fluid testing specimens in their drug testing program: <https://www.federalregister.gov/documents/2022/02/28/2022-02364/procedures-for-transportation-workplace-drug-and-alcohol-testing-programs-addition-of-oral-fluid> What steps are you currently taking, or do you plan to take, to provide education and information on this proposed change and potential impacts to your clients?

To prepare our clients for this proposed rule change, Truescreen wrote and disseminated a white paper to clients titled "Urine vs. Oral Fluid in Workplace Drug Testing." [REDACTED]

As with all major changes impacting processes, Truescreen also reaches out to client users to alert them of the situations and reassure that we are available for further discussions and to answer questions if needed.

Truescreen awaits the next ruling by DOT as to when oral fluid testing will be authorized. We have proactively confirmed with our major lab partners that they have already provided training to their urine collection technicians as it relates to oral fluid testing protocols and procedures.

4. What resources will you provide to Virginia Tech, should they want to evaluate whether to implement this change in their DOT drug screening program?

Virginia Tech's account management team will conduct an introductory interview and determine what are Virginia Tech's questions and concerns regarding the potential transition. This will be reviewed and responded to with the support of our internal OHS team leaders. If warranted, your account management team can arrange a conference call with these staff members to discuss the topic at length.

5. Will available collection sites change? If accepted, what is the length of time anticipated before Virginia Tech could make this change?

Any DOT-approved collection site will be required to ensure all collection technicians are properly certified to perform oral fluid testing. Once DOT approves this new test option, we will require verification that training has been conducted with all DOT-required protocols.



6. DOT Cost Case Study: Part A: Provide cost for a drug screening assuming the following factors. Random DOT (FMCSA) Drug and BAT Screening for current employee located in Blacksburg, VA. Please indicate whether there are available in-network collection sites for Blacksburg employees. Please include base cost plus any additional or pass-through fees that may be assessed by the collection site or the lab.

Please refer to Exhibit E – Price Schedule for this fee. This fee is identified as the line item labeled “DOT Cost Case Study: Part A.”

7. Part B: Provide cost for conducting a pre-employment full query of the FMCSA Drug and Alcohol Clearinghouse. It is assumed that this cost DOES NOT include the cost for the query itself that must be purchased directly from the Clearinghouse.

Please refer to Exhibit E – Price Schedule for this fee. This fee is identified as the line item labeled “DOT Cost Case Study: Part B.”

6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested.

No. Truescreen is not classified as a SWAM business. However, through our supplier diversity program, we track our utilization of diverse suppliers including Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Disadvantaged Businesses (SDB), Historically Underutilized Businesses (HUB Zone), Veteran Business Enterprises (VBE), Service-Disabled Veteran-owned Businesses (SDVO) and Lesbian, Gay, Bisexual, Transgender Business Enterprises (LGBTBE). The support we provide to our clients includes Second-Tier spend reporting; consideration and utilization of client-identified diverse suppliers; and participation in our clients' supplier diversity outreach efforts.

7. The return of the General Information Form and addenda, if any, signed and filled out as required.

Please find our completed and signed General Information Form and addenda included with this response (Addenda 1, 2 and 3).



Details matter.

EXHIBIT E – PRICE SCHEDULE

Social Security Number Verification (SSN Trace) <i>(Credit bureau data analyzed for names, SSNs and addresses)</i>	\$1.00
TransUnion Credit/Financial History <i>(Includes analyzed SSN info, financial data, bankruptcies, copy of credit file)</i>	\$3.75
County Criminal Records Search <i>(Searches conducted in all counties of residence in past 7 years; includes searches of primary name and all AKAs)</i>	\$16.00
Federal Criminal Records Search <i>(Searches conducted in all districts of residence in past 7 years; includes searches primary name and all AKAs)</i>	\$4.50
National Criminal Database Search <i>(National database search covering more than 3 billion criminal, sex offender and violation records; includes verification of all possible records; includes searches of primary name and all AKAs)</i>	\$4.50
National Sex Offender Database Search <i>(Database search covering sex offender records collected nationwide; includes searches of primary name and all AKAs)</i>	\$3.00
MVR Driving History <i>(MVR data summarized and formatted; price is per license; state fee charged separately)</i>	\$1.65
Basic Employment History Verification <i>(Price is per employer; verification of title, dates, reason for leaving, eligibility for rehire)</i>	\$5.00
Education History Verification* <i>(Price is per degree; *Also includes DegreeScan®, a search of our proprietary database of known diploma mills)</i>	\$5.00
SanctionsScreen+SM <i>(Proprietary search covering terrorist watch lists; OFAC; disciplinary/Administrative actions from regulated industries, including healthcare and financial services; includes searches of primary name and all AKAs)</i>	\$1.65
DOT Drug Screening <i>(DOT-mandated urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities – non-patient service centers)</i>	\$25.75*



Details matter.

Non-DOT Drug Screening (10-panel)

\$25.00*

*(10-panel urine screen at in-network patient service center - includes MRO;***Surcharges may apply for collections at individual private collection facilities – non-patient service centers)***Non-DOT Drug Screening (Expanded Panel)**

\$37.00*

*(Urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities - non-patient service centers)***Breath Alcohol Test (BAT)**

\$49.00

*(DOT BAT test at in-network testing facility)***DOT Clearinghouse Search - Pre-employment Full**

\$6.50

*(Includes search of FMCSA pre-employment screening program database for any recorded violations)***DOT Clearinghouse Search - Annual/Limited**

\$3.00

*(Includes search of FMCSA screening program database for any recorded violations; if records are found a full query must be conducted with an additional \$4.00 fee)***Cost Case Study Part A**

Cost Case Study Part A	
<i>Price includes all county fees except NY; MVR fees charged separately</i>	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) • County Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • Federal Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • National Criminal Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • National Sex Offender Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • MVR Driving History 	\$32.00

Cost Case Study Part B

It is possible that the original report included searches of all names and addresses despite an incorrect SSN. Therefore, it is recommended to submit a Custom case for a SSN Verification (SSN) Trace and compare the names and addresses to those processed on the original case. If no additional names and addresses are uncovered, then no further searches are needed.

Cost Case Study Part B	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) 	\$1.00



Details matter.

DOT Cost Case Study: Part A

Truescreen offers an in-network collection site in Blacksburg, VA but the site does not offer Breath Alcohol Testing. The price below is based on services conducted at Med Express in Christiansburg, VA.

DOT Cost Case Study: Part A	
<ul style="list-style-type: none"> • DOT Drug Screening <ul style="list-style-type: none"> ◦ Price includes a surcharge of \$21.00 • Breath Alcohol Test (BAT) 	\$95.75

DOT Cost Case Study: Part B

DOT Cost Case Study: Part B	
<ul style="list-style-type: none"> • DOT Clearinghouse Search – Full Query 	\$6.50

ADDENDUM # 1 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE October 31, 2022	DUE DATE AND HOUR January 4, 2023 at 3:00 PM
---------------------------------	--

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. The optional pre-proposal meeting has been changed from November 2 to November 9 at 2:00 PM. The Zoom link information will be the same.
2. All other terms, conditions and descriptions remain the same.

I acknowledge that I have read and understand this addendum in its entirety.

Suzi Arant

Signature

1/10/2023

Date

ADDENDUM # 2 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE November 16, 2022	ORIGINAL DUE DATE AND HOUR January 4, 2023 at 3:00 PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. Please see the attached responses to inquiries received about this RFP. Just a reminder all questions are due no later than December 5 at 12:00 PM.
2. All other terms, conditions and descriptions remain the same.
3. The due date and hour remains January 4, 2023 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

Suzi Arant
Signature

January 5, 2022
Date

REQUEST FOR INFORMATION: EMPLOYMENT SCREENING SERVICES AND ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES RFP

1. We do need a particularly deep dive on your integration needs.

- Of the systems you list, which of these is the preferred system?

RESPONSE: The RFP lists possible systems for integration. Virginia Tech can discuss this more during negotiations.

- Will you require integration with all of these platforms?

RESPONSE: No

- Will each entity utilizing this contract under a cooperative agreement (if any) require another full integration? Or are the entities all accessing a single platform? Which one?

RESPONSE: This cannot be determined as each entity may have different needs.

2. SOW Sec. B.2.a *Maintaining a list of Virginia Tech CDL holders, pilots, police and safety sensitive positions to include names, identifying numbers as provided by Virginia Tech's Human Resources.*

- This specification/requirement is met via our random selection process. Can you confirm you are NOT in need of a Driver Qualification File (DQF)?

RESPONSE: Vendor is expected to maintain quarterly random lists provided by Virginia Tech and pools selected by vendor. We are not requesting DQF support, however, if you have that capability, you can include that information.

3. Please confirm that the NDOT panel shall "mirror" the DOT panel. Is there a separate panel you'll require for NDOT employees?

RESPONSE: The NDOT screenings will mirror the DOT screenings in terms of procedure. For example, they will follow the same random screening cadence and requirements for reasonable suspicion, post-accident, etc. However, there is a separate panel for the NDOT employees.

4. Who is the incumbent supplier? Is the current pricing publicly available?

RESPONSE: The current vendor is Truescreen. Their contract is accessible through our Virginia Tech Contracts webpage which will show pricing information.

5. What are areas in which the new supplier could help to mitigate pain points in the process of conducting this work?

RESPONSE: This can be discussed once contract(s) are signed.

6. Which international locations are the most frequently requested for background screening records and access?

RESPONSE: Virginia Tech hires internationally. The locations that are frequently requested vary. For example, due to specific circumstances or projects, we may see several hires from one area for a period of months and not again for several months. To accommodate need, a provider should be able to conduct background screening checks from all international locations. There is an understanding that some countries do not allow the completion of background screenings.

7. What is the required turnaround time for any international search? (This can vary widely by country.)

RESPONSE: There is no required turnaround time for an international search as this does vary widely by country.

8. Sec. VII.A.7 specifies required submittal of the General Information Form. Please provide this form.

RESPONSE: The General Information Form is page 2 of the RFP. Please sign and return that page with your proposal.

9. What has prompted your bid?

RESPONSE: Current contract expiration.

10. Do you have a list of locations where you require drug testing and breath alcohol testing? If so, please provide the city and zip code. We would like to run a proximity match to ensure adequate coverage.

RESPONSE: Virginia Tech hires new employees nationwide. In that regard, there could be occasions where pre-employment drug screenings need to be conducted anywhere in the US. A listing including local zip codes for our campus and employee locations is below. These would be used most frequently.

Current Zip Codes

24060, Blacksburg VA Campus Location
22572, Warsaw VA – Off-Site Campus Location
23420, Painter VA – Off-Site Campus Location
Multiple, Suffolk VA – Off-Site Campus Location
Multiple, Martinsville VA – Off-Site Campus Location
Multiple, Roanoke VA – Employee Location
Multiple, High Point NC – Employee Location
27233, Climax NC – Employee Location

11. QUESTION ON ATTACHMENT A:

Per Section XV of the RFP, "This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A." Attachment A of the RFP contains terms and conditions but also includes a hyperlink to a pdf titled "RFP General Terms and Conditions" (See https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf), which differ from the terms and conditions in Attachment A. Which terms will govern the performance of the contract? If they are to be read together, which one will control in the event of conflict?

RESPONSE: The hyperlink is for Virginia Tech's General Terms and Conditions. The ones listed under the hyperlink are some Additional Terms and Conditions. All will govern the performance of the contract together.

12. National check or district by district?

RESPONSE: County criminal checks where available, federal criminal checks at the district level, and searches of the National Criminal Database, Sex Offender Registry and Social Security Traces.

ADDENDUM # 3 TO RFP # 49302211

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE December 19, 2022	NEW DUE DATE AND HOUR January 11, 2023 at 3:00 PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Senior Buyer
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Employment Screening Services and Alcohol and Controlled Substance Testing Services

1. Please see the attached responses to inquiries received about this RFP.
2. Section VII.A.4 shall be replaced with the following:

Describe how you will charge for services provided and include a fee schedule. **This may not be an all-inclusive contract so include the fee schedule based upon the services you can provide and clearly indicate what services will be provided.** In regards to employment screening services, please provide a package price for social security number scan, county criminal searches where available or state level if not, federal criminal check, national criminal database check and sex offender registry search. In addition, provide an ala cart fee schedule for all services. Describe any volume discounts and at what levels these discounts are available. In regards to alcohol and controlled substance testing services, please provide the unit price for pre-employment, random, post-accident, suspicion, follow-up and confirmation tests. See Attachment B for estimated annual test quantities.

3. All other terms, conditions and descriptions remain the same.
4. The due date and hour has been changed from January 4, 2023 at 3:00 PM to January 11, 2023 at 3:00 PM.

I acknowledge that I have read and understand this addendum in its entirety.

Suzi Arant

Signature

January 5, 2022

Date

REQUEST FOR INFORMATION: EMPLOYMENT SCREENING SERVICES AND ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES RFP

1. Are there additional service packages that the university currently utilizes to request backgrounds beyond the package listed in VII.A.4?

RESPONSE: Virginia Tech's base package currently includes the following: Social security number scan; county criminal searches where available or state level if not, federal criminal check, national criminal database check, and sex offender registry search.

Virginia Tech conducts driving checks on certain employees.

Virginia Tech conducts international criminal checks on certain employees.

2. Would the University like any additional packaged service prices included in the response?

RESPONSE: No other packaged service prices are requested at this time. However, vendors may include a list of a la carte prices for additional available services.

3. Does the University conduct any employment or education verifications? Would they like verification services included in the response?

RESPONSE: This contract does not include employment or education verification. However, vendors may include a list of available verifications that can be provided.

4. Is the University expecting to integrate with one HRIS system (Equifax, Banner, PageUp), or potentially all HRIS systems? If only one, which would be the expected system to integrate?

RESPONSE: Virginia Tech's goal is to streamline their background check processes. The systems referred to are current systems utilized by the university. A decision on specifics such as which system(s) will be integrated will be forthcoming.

5. May vendors offer recommended services and associated pricing for items that are not listed in the RFP?

RESPONSE: Yes.

6. Can you confirm that bonfire is the system of record for the RFP?

RESPONSE: Yes, Bonfire is the only way to submit a proposal to this RFP.

7. On the eva.virginia.gov site are we required to get setup in that platform prior to the RFP response or is this expected once you have named Finalist(s)? Can you please let us know what the transaction fee is and is that annual fee or how is that paid?

RESPONSE: You are not required to get set up on eVA to submit a proposal. eVA fees and how those are paid is explained when you go through the sign-up process.

8. International Checks- How many per year and what countries?

RESPONSE: See answer on Addendum 2, Question 6

9. PageUp ATS and other systems to connect with... Can you be specific on what platforms you will need an integration with since there were a few names?

RESPONSE: Virginia Tech's goal is to streamline their background check processes. The systems referred to are current systems utilized by the university. A decision on specifics such as which system(s) will be integrated will be forthcoming.

10. Can you please confirm the current target dates are the same? With the holidays, we were wondering if the due date is still January 4th?

RESPONSE: Proposal due date and time has been changed to January 11, 2023 at 3:00 PM.

11. Are you able to provide your current pricing?

RESPONSE: Please see answer to question 4 on Addendum 2.

12. Can you tell us what your current challenges are and why you are going to RFP?

RESPONSE: The current contract is expiring on November 30, 2023 with no more renewals. This is the reason for going out to RFP for a new contract. Current challenges may be discussed at a later point.

13. Can you tell us who your current vendor is?

ANSWER: Please see answer to question 4 on Addendum 2.

14. Regarding the Criminal Background Screening Services - Does VT run alias/AKA names reports and search all identified names? In other words, should we provide our rate for searching any and all names identified, or just the rate for a single name?

RESPONSE: Virginia Tech searches primary name + all disclosed or reported aliases for all addresses valid within the past 7 years.

15. Can VT provide the specific policies, procedures, and that the RFP is referring to?

Section VI -The Scope of Work refers to the "VT requirements" and policies for non-DOT employees in multiple different sections (see below).

- Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VT requirements.
- Conducting random drug screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.
- Complying with procedures outlined in DOT regulations for DOT drug screenings and with procedures provided by Virginia Tech for non-DOT drug screenings.
- Providing confirmation testing in accordance with DOT regulations for DOT drug screenings and in accordance with Virginia Tech directives for non-DOT drug screenings.
- Conducting random breath alcohol screenings quarterly according to DOT regulations and according to VT requirements for non-DOT employees.

- Selecting and providing to Virginia Tech the appropriate number of random candidates for drug/alcohol testing quarterly based on DOT or VT requirements.
- Complying with procedures outlined in DOT regulations for DOT BAT screenings and with procedures provided by Virginia Tech for non-DOT BAT screenings.
- Conducting confirmation testing in accordance with DOT regulations for DOT BAT screenings and in accordance with Virginia Tech directives for non-DOT BAT screenings.

RESPONSE: In general, VT's non-DOT requirements follow the DOT's requirements with some exceptions. Virginia Tech will provide the requisite information to the vendor under contract. If needed, further information may be provided during a later stage of the RFP/contract negotiation.

16. Can VT provide the specific drug test to be ran on non-DOT employees? (This would include the panels, cut-off levels, and test code if possible)

RESPONSE: 13 Panel, includes the following: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine, Creatine, Heroin, MDMA, Methadone, Methaqualone, Opiates, Oxidizing Adulterants, Oxycodone, PH, Phencyclidine, Propoxyphene. We are unable to provide the cut-off levels and test codes as there appears to be some variation by report or year to year. Virginia Tech will provide the requisite information to the vendor under contract.

17. Section VI B.2.K. - Ability to provide services to meet requirements set forth in DOT regulations regarding driver qualification files and required pre-employment drug and alcohol testing documentation. Up until this point in the RFP, VT has mentioned background screening, MVR's, drug/alcohol testing & random programs, and C/TPA services like the FMCSA/FAA Clearinghouse. Does this mean VT would like us to propose our full TPA service for Driver Qualification File Management, which includes managing all compliance requirements of the files for active and inactive drivers/pilots; DOT Application, Background Screening, Drug Testing, Random Drug & Alcohol, DOT Physical/MEC Card, SPHRR (Safety Performance History Records Request), D&A Clearinghouse, etc.? Or would VT just want us to respond regarding the background screening, drug testing, Clearinghouse, and random drug and alcohol services listed within this RFP?

RESPONSE: Yes, Virginia Tech would be interested to receive 1) your response on the specific services listed in the RFP, and 2) separately, the full c/TPA services that you are able to provide.

Attachment 2 and Index of Schedules & Exhibits

ATTACHMENT 2

Fair Credit Reporting Act/Credit Bureau Requirements

In consideration of the mutual covenants, promises and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

a. **Addition of the Membership Application and Statement of Intent:**



MEMBERSHIP APPLICATION AND STATEMENT OF INTENT

(Complete in its Entirety)

FULL NAME OF END-USER: _____

"DOING BUSINESS AS" (if applicable) _____

ADDRESS OF END-USER: _____

#/Street

City State Zip Code

PUBLISHED TELEPHONE NUMBER: _____

NATURE OF END-USER'S BUSINESS: _____

PERMISSIBLE PURPOSE AND INTENDED USE FOR WHICH CREDIT INFORMATION WILL BE USED (i.e., for employment purposes, including: hiring, promotion, reassignment or retention as an employee):

CLASSIFICATION OF END-USER'S BUSINESS (corporation, partnership, sole proprietorship, limited liability company): _____

OWNERS (*Sole Proprietors or Partnerships only*) – Include Name, Social Security Number and End-User Federal Employer Identification Number

END-USER WEBSITE ADDRESS(ES)/URLS:

The individual executing this Agreement on behalf of the End-User has direct knowledge of the facts certified to hereinabove.

By (signature) _____

Print Name _____

Print Title _____

1. Contractor Services

Virginia Tech is a _____ *[INSERT TYPE OF BUSINESS]* and has a permissible purpose for obtaining Screening Reports (a written consumer or investigative consumer report generated by Contractor with respect to its research about a Consumer) in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), including, without limitation, all amendments thereto ("FCRA"). A "Consumer" is an employee as defined by the FCRA, or a business organization.

Subject to the terms and conditions set forth herein, upon receipt of a request from **Virginia Tech**, Contractor shall perform research and compile a Screening Report for **Virginia Tech**. Contractor shall perform the research (as set forth on any Statement of Work), to the extent requested by **Virginia Tech** in the request and shall be ordered only when intended for employment purposes (employment, promotion, reassignment, or retention as an employee, independent contractor or contract employee) and will not be used for any other purpose.

2. Each party further agrees to be in compliance with regulatory and/or screening requirements imposed by federal or state regulations or statutes and ordinances.
3. **Virginia Tech** hereby represents warrants and covenants to Contractor as follows (in addition to the representations, warrants and covenants in the Agreement):

a. **Compliance with the Laws**

End-User certifies that it is, and for the duration of this Agreement shall be, in compliance with the FCRA and all relevant federal, state, local laws, governmental regulations, rules and requirements and binding administrative and court orders, including but not limited to any laws that prohibit the ordering of Screening Reports before an offer of employment is made, and more specifically, with the Laws and the attached "*Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*", and the Parties will conform their conduct pursuant to this Agreement to meet all legal requirements, as they may change, and an actual amendment to this Agreement is not required. End-User hereby certifies to Provider as specifically required by the FCRA (and any analogous state or local laws) and represents and warrants (as applicable):

- (1) End-User will ensure that prior to procurement or causing procurement of a Screening Report for employment purposes:
 - i. the Screening Report shall be used for permissible purposes only;
 - ii. a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a Screening Report may be obtained for employment purposes;
 - iii. the consumer has authorized in writing the procurement of the report by the End-User; and
 - iv. the Screening Report shall be used in compliance with all notice and disclosure requirements therein.
- (2) End-User certifies that the information obtained in the Screening Report will not be used in violation of any federal or state equal opportunity law or regulation.
- (3) End-User specifically certifies that before taking any "adverse action" (as that term is defined in the FCRA or any analogous state or local law) against an Employee based on the Screening Report, End-User shall provide the Consumer with:
 - (i) a copy of the Screening Report, and

- (ii) a description in writing of the rights of the Consumer as prescribed by the Federal Trade Commission under 15 U.S.C. § 1681(g)(c)(3), a copy of which is attached hereto (the "Summary of Consumer Rights"), and
 - (iii) End-User hereby acknowledges receipt of the Summary of Consumer Rights; and
 - (iv) End-User has a continuing obligation to deliver a copy of the Summary of Consumer Rights to each Consumer receiving a Screening Report.
- (4) If applicable, End-User certifies that prior to ordering an investigative consumer report (as defined by the FCRA or any analogous state or local laws), it has made all applicable disclosures, including the disclosures required by 15 U.S.C. § 1681d(a)(1) regarding an investigative consumer report to the subject of the report and End-User will comply with the nature and scope of investigation disclosure requirements under 15 U.S.C. § 1681d(b). End-User further certifies that, if applicable, prior to ordering an investigative consumer report, it has made all disclosures required by Cal. Civil Code § 1786.16 and that it will comply with Cal. Civil Code § 1786.16(b)'s requirements.
- (5) End-User shall comply with the requirements of all applicable state laws, including providing the attached notice "*New Jersey Consumers Have the Right to Obtain a Security Freeze*" to New Jersey consumers as well as any other notices to consumers set forth in the Index of Schedules & Exhibits and attached hereto, and the completion and compliance with the attached "*Vermont Fair Credit Reporting Contract Certification*."
- (6) End-user acknowledges that 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.
- (7) Each-Time Certification. End-User warrants, represents, and agrees that it re-certifies and re-makes all of the certifications made under this Section 4(a) each time it submits an order to Provider for a Screening Report.
- b. **Access Security Requirements and Data Protection**. The parties acknowledge they must work together to protect the privacy of Consumers. Each party shall take appropriate measures designed to limit unauthorized access of screening reports and to protect all data containing personal identifying information. **Virginia Tech** specifically represents and warrants that it has reviewed the "*Access Security Requirements*" located at <http://www.truescreen.com/AccessSecurityRequirements.pdf> and that it will comply with said security requirements.
- c. **Security Breach Notification Requirements**. Each party, as soon as reasonably possible of discovery, shall report to the other party any use or disclosure of any sensitive data containing personal identifying information, or data not otherwise authorized by this Agreement ("Sensitive Data"). The breaching party's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Sensitive Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the party has taken or shall take to prevent future similar unauthorized use or disclosure of Sensitive Data. Each party shall comply with all applicable laws in its reporting, mitigation, notification, response and corrective action in connection with any security or privacy breach.
- d. **Written Releases/Recordkeeping**. **Virginia Tech** shall maintain copies of all written authorizations (consents or releases) for a minimum of five (5) years from the date of inquiry and make releases available to the Supplier upon request. Supplier may Purge any record after seven (7) years in accordance with Supplier's record retention policy. Such Purging shall occur on a periodic basis and the seven (7) years calculated based on the final delivery date of each record. "Purge" or "Purging" shall be defined as the complete destruction and elimination of records or information so as to wipe

all such records and information from all of Supplier's systems in accordance with the Disposal Rule, a part of the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and all applicable destruction laws. The Parties acknowledge that any record retention requirements applicable to the **Virginia Tech** are the sole responsibility of the **Virginia Tech**.

4. **Additional Terms and Conditions.**

a. **Prohibition on Reselling and Use**

Virginia Tech specifically acknowledges and agrees that, under no circumstances, will it resell any information provided by Contractor to any third party. **Virginia Tech** certifies that **Virginia Tech** shall use the Screening Reports (i) solely for the stated certified use(s) and (ii) solely for **Virginia Tech's** exclusive one-time use.

b. **Business Verification Program/On-Site Inspection**

In compliance with Federal and State laws and credit bureau requirements, the parties confirm that they have in place an on-site physical inspection of **Virginia Tech's** business for the sole purpose of ensuring that **Virginia Tech** is a legitimate business.

INDEX OF SCHEDULES & EXHIBITS

SERVICE SCHEDULES

- | | |
|--------------------------|------------|
| 1. Fees | Schedule 1 |
| 2. Drug Testing Services | Schedule 2 |
| 3. ApplicationStation ® | Schedule 3 |
| 4. GDPR Compliance | Schedule 4 |

LEGALLY REQUIRED EXHIBITS

1. Vermont Fair Credit Reporting Contract Certification
2. A Summary of Your Rights Under the Fair Credit Reporting Act
3. Notice: New Jersey Consumers Have the Right to Obtain a Security Freeze
4. California Investigative Consumer Reporting Agencies Act/Summary of the provisions of Section 1786.22
5. Notice to Users of Consumer Reports: Obligations of Users under the FCRA

SCHEDULE 1**FEES**

Social Security Number Verification (SSN Trace) <i>(Credit bureau data analyzed for names, SSNs and addresses)</i>	\$1.00
TransUnion Credit/Financial History <i>(Includes analyzed SSN info, financial data, bankruptcies, copy of credit file)</i>	\$3.50
County Criminal Records Search <i>(Searches conducted in all counties of residence in past 7 years; includes searches of primary name and all AKAs)</i>	\$14.00
Federal Criminal Records Search <i>(Searches conducted in all districts of residence in past 7 years; includes searches primary name and all AKAs)</i>	\$4.25
National Criminal Database Search <i>(National database search covering more than 3 billion criminal, sex offender and violation records; includes verification of all possible records; includes searches of primary name and all AKAs)</i>	\$4.00
National Sex Offender Database Search <i>(Database search covering sex offender records collected nationwide; includes searches of primary name and all AKAs)</i>	\$2.75
MVR Driving History <i>(MVR data summarized and formatted; price is per license; state fee charged separately)</i>	\$1.65
Basic Employment History Verification <i>(Price is per employer; verification of title, dates, reason for leaving, eligibility for rehire)</i>	\$5.00
Education History Verification* <i>(Price is per degree; *Also includes DegreeScan®, a search of our proprietary database of known diploma mills)</i>	\$5.00
SanctionsScreen+ SM <i>(Proprietary search covering terrorist watch lists; OFAC; disciplinary/Administrative actions from regulated industries, including healthcare and financial services; includes searches of primary name and all AKAs)</i>	\$1.65
DOT Drug Screening <i>(DOT-mandated urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities - non-patient service centers)</i>	\$25.75*
Non-DOT Drug Screening (10-panel) <i>(10-panel urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities - non-patient service centers)</i>	\$25.00*

Non-DOT Drug Screening (Expanded Panel) \$37.00*
*(Urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities - non-patient service centers)*

Breath Alcohol Test (BAT) \$49.00
(DOT BAT test at in-network testing facility)

DOT Clearinghouse Search - Pre-employment Full \$6.00
(Includes search of FMCSA pre-employment screening program database for any recorded violations)

DOT Clearinghouse Search - Annual/Limited \$3.00
(Includes search of FMCSA screening program database for any recorded violations; if records are found a full query must be conducted with an additional \$4.00 fee)

Cost Case Study Part A

Cost Case Study Part A <i>Price includes all county fees except NY; MVR fees charged separately</i>	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) • County Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • Federal Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • National Criminal Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • National Sex Offender Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • MVR Driving History 	\$27.65

Cost Case Study Part B

- *It is possible that the original report included searches of all names and addresses despite an incorrect SSN. Therefore, it is recommended to submit a Custom case for a SSN Verification (SSN) Trace and compare the names and addresses to those processed on the original case. If no additional names and addresses are uncovered, then no further searches are needed.*

Cost Case Study Part B	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) 	\$1.00

DOT Cost Case Study: Part A

- Truescreen offers an in-network collection site in Blacksburg, VA but the site does not offer Breath Alcohol Testing. The price below is based on services conducted at Med Express in Christiansburg, VA.

DOT Cost Case Study: Part A	
<ul style="list-style-type: none"> • DOT Drug Screening 	\$95.75

<ul style="list-style-type: none">○ Price includes a surcharge of \$21.00• Breath Alcohol Test (BAT)	
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DOT Cost Case Study: Part B

DOT Cost Case Study: Part B	
<ul style="list-style-type: none">• DOT Clearinghouse Search – Full Query	\$6.00

The undersigned, **Virginia Tech** ("Subscriber"), acknowledges that it subscribes to receive various information services from Truescreen, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of Truescreen, Inc.'s information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Equifax Verification Services Employment Information ("The Work Number") relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Truescreen, Inc.

Subscriber: **Virginia Tech**

(Please print)

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: () _____ Fax: () _____

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.

California Investigative Consumer Reporting Agencies Act Summary of the provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Acto de las Agencias de Consumidor Investigadoras de California Resumen de las Provisiones de la Sección 1786.22

- (a) Una Agencia de consumidor investigadora proveerá los archivos y la información requeridos bajo sección 1786.10 durante horas de oficina normales y en aviso razonable.
- (b) Los archivos mantenidos en un consumidor serán hechos disponibles para la inspección visual del consumidor, como sigue:
 - 1. En persona, si él aparece en persona y equipa la identificación apropiada. Una copia de su archivo también estará disponible para el consumidor de costo para no exceder los costos reales de servicios de la duplicación proporcionados.
 - 2. Por el correo certificado, si él hace una petición escrita, con la identificación apropiada, para que las copias sean enviadas a un destinatario especificado. Las agencias de consumidor investigadoras que se conforman con los pedidos sobre el correo certificados bajo esta sección no serán obligadas para los accesos causados por el mal manejo del correo después de que tales correos salgan de las agencias de consumidor investigadoras.
 - 3. Un resumen de toda la información contenida en archivos en un consumidor y requerida para ser proporcionado por Section 1786.10 será proporcionado por el teléfono, si el consumidor ha hecho una petición escrita, con la identificación apropiada para el acceso del teléfono, y la carga del peaje, si la hay, para la llamada telefónica se paga por adelantado cerca o se carga directamente al consumidor.
- (c) El término "identificación apropiada" según como utilizado en la subdivisión (b) significará que la información generalmente suficiente para identificar a una persona. Tal información incluye documentos tales como licencia, número de cuenta de la Seguro Social, tarjeta de identificación militar, y las tarjetas de crédito. Solamente si el consumidor no puede razonablemente identificarse con la información descrita arriba, puede una agencia de consumidor investigadora requerir información adicional referente al empleo del consumidor y a los antecedentes familiares personales para verificar su identidad.
- (d) La de consumidor investigadora proporcionará a personal entrenado para explicar al consumidor cualquier información conforme a la sección 1786.10.
- (e) La agencia de consumidor investigadora proporcionará una explicación escrita de cualquier información cifrada contenida en los archivos mantenidos de un consumidor. Esta explicación escrita será distribuida cuando un archivo se proporcione a un consumidor para la inspección visual según como requerido bajo sección 1786.22.
- (f) Permitirán al consumidor ser acompañado por una otra persona de su elegir, que mostrara la identificación razonable. La agencia de consumidor investigadora puede requerir al consumidor que muestre una declaración escrita que concede el permiso a la agencia de consumidor de discutir el archivo del consumidor en la presencia de tal otra persona.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al 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 identity 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 1-888-5-OPTOUT (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:	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-FCRA Washington, DC 20580 (877) 382-4357
2. 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 Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 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 20423
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., 8 th Floor Washington, DC 20549
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549

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

Truescreen, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure
P.O. Box 541, Southampton, PA 18966
Toll-free phone – 800-260-1680

NOTICE
New Jersey Consumers Have the
Right to Obtain a Security Freeze

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (i) The unique personal identification number or password provided by the consumer reporting agency;
- (ii) Proper identification to verify your identity; and
- (iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

Truescreen, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure
P.O. Box 541, Southampton, PA 18966
Toll-free phone – (800) 260-1680

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

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

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. Users Must Provide Certifications

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. Users Must Notify Consumers When Adverse Actions Are Taken

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 identify 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 the 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 Contractor). 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 a 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(1), 604(c), 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 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 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 **Virginia Tech** to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the **Virginia Tech**.
- Establish and follow reasonable procedures to ensure that reports are resold only for

permissible purposes, including procedures to obtain:

- (1) the identify of all **Virginia Techs**;
- (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, www.consumerfinance.gov/learnmore, 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. § 1618 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. 1681l
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

SCHEDULE 2 TO STANDARD CONTRACT (DRUG TESTING SERVICES)

The terms and conditions of the Standard Contract (herein called the "Services Agreement") between the Parties shall apply to this Schedule and such terms and conditions are fully incorporated herein by this reference. In consideration of the mutual covenants, promises and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. The Services Agreement is hereby amended in accordance with the following terms and conditions:
 - a. Provider agrees to provide End-User with employment drug testing administration and services, including testing End-User's employees and prospective employees for drugs and/or alcohol, as well as review by a Medical Review Officer (MRO), when applicable (the "Drug Testing Services").
 - b. End-User hereby covenants that, in accepting and using the Drug Testing Services, End-User and its employees, agents and subcontractors shall comply with all applicable laws and regulations, including the following:
 - i. Requirements of the Department of Transportation regulations contained in 49 C.F.R. Part 40;
 - ii. The Americans with Disabilities Act, 42 U.S.C. § 12111 et seq. (to the extent applicable);
 - iii. The Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq., including the FCRA's stand-alone disclosure and authorization requirements and the pre-adverse and adverse action requirements (to the extent applicable);
 - iv. Any applicable requirements to notify individuals regarding drug screening results (and any other analogous requirements);
 - v. Any other applicable federal, state and/or local laws, statutes or regulations pertaining to drug and/or alcohol testing.
 - c. End-User agrees to adopt and implement reasonable measures to safeguard from any unauthorized disclosures, the chain of custody forms as well as any other information related to the Drug Testing Services. End-User further agrees to ensure that the chain of custody forms (and information on such forms) remain confidential and are only shared with authorized personnel on a need-to-know basis.
 - d. If End-User requests that Provider limit or modify the results or information reported to it pursuant to the Drug Testing Services in any way, Provider shall not be held responsible or liable to any extent for its modified reporting or failure to fully disclose information that is available for disclosure in accordance with all applicable laws or regulations.
 - e. End-User agrees to pay fees for the Drug Testing Services as set forth in Schedule 1.
2. In the event of any conflict between the terms of this Schedule and the terms of the Services Agreement, the terms of this Schedule shall prevail.
3. Except as provided herein, the Services Agreement shall remain in full force and effect.

SCHEDULE 3 TO STANDARD CONTRACT (APPLICATIONSTATION®)

The terms and conditions of the Standard Contract (herein called the “Services Agreement”) between the Parties shall apply to this Schedule and such terms and conditions are fully incorporated herein by this reference. In consideration of the mutual covenants, promises and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. **The Service**

Subject to the terms and conditions of the Services Agreement, Truescreen, Inc. (“Provider”) will enable online functionality through which data required for a background investigation request shall be collected securely and electronically directly from the subject of the request (“Applicant”) through Provider’s ApplicationStation tool (“ApplicationStation”). ApplicationStation is configurable by the Provider, based on the End-User’s requirements, as set forth in the Configuration Form attached hereto as Attachment “1”.

2. **Production and Customization**

Upon completion and execution of this Schedule and the Configuration Form, Provider shall make available the ApplicationStation for access by Applicants of End-User within a reasonable period of time not to exceed fifteen (15) calendar days, unless otherwise agreed to by the Parties. Any special customization which exceeds the standard configuration to ApplicationStation requested by End-User shall be completed by Provider upon execution of a Statement of Work. The customization of ApplicationStation, as requested by the End-User and agreed upon by the Parties, shall then be made available through ApplicationStation for access by Applicants.

3. **Non-Exclusivity and No Proprietary Rights**

End-User hereby grants to Provider during the term of the Services Agreement, a non-exclusive, royalty-free right and license to use, display, modify, to the extent necessary, any trademark, trade name, service mark, or logo of End-User to be used in ApplicationStation (“Marks”) for use during the term of the Services Agreement. At no time will Provider own any proprietary rights to the actual End-User content in ApplicationStation and to the Marks.

4. **Compliance with Provider Policies**

Provider reserves the right to reject any ApplicationStation content that Provider reasonably believes would violate any applicable law or regulation or any proprietary rights of any third party. End-User acknowledges and agrees that each Applicant will be required to consent to Provider’s “Terms of Service” prior to accessing and using ApplicationStation, together with Provider’s standard use policies as set forth at <https://applicationstation.truescreen.com>. Provider, at its sole discretion, may immediately limit or suspend End-User’s, or any Applicants’ access to ApplicationStation, if End-User or any Applicant uses or attempts to use ApplicationStation in a manner inconsistent with the use policies or any applicable law or regulation.

5. **Disclosure and Authorization Forms and Notices**

To comply with applicable consumer reporting laws, for the convenience of the End-User, ApplicationStation shall include the disclosure, authorization forms and notices as set forth in Attachment “2” (“Provider Standard Forms”). By checking the applicable box below and signing this Schedule, the End-User hereby approves the use of the Provider Standard Forms as attached hereto. The Provider may, with global notification to its clients, update the Standard Forms as may be applicable for legal and/or regulatory compliance or other lawful purpose. Any update of

the forms shall not require the pre-approval of the End-User and shall be deemed as approved by the End-User for purposes of ApplicationStation. Provider assumes no liability whatsoever for the use of the Provider Standard Forms.

Alternatively, and upon its own discretion, the End-User may instead provide to the Provider, for use in ApplicationStation, its preferred disclosure, authorization forms and/or notices, which must be attached hereto as Attachment "3" ("End-User Custom Forms"). By checking the applicable box below and signing this Schedule, the End-User hereby instructs the Provider to use the End-User Custom Forms as they appear in Attachment 3 (instead of the Provider Standard Forms). The Provider shall include the End-User Custom Forms, as provided by the End-User, in ApplicationStation. The End-User Custom Forms will only be modified or updated upon the written instructions of the End-User to Provider. Provider assumes no liability whatsoever for the use of the End-User Custom Forms.

☐ End-User acknowledges and agrees that it will use the Provider Standard Forms in Attachment 2;

OR

☐ End-User acknowledges and agrees that it will use the End-User Custom Forms it has attached hereto as Attachment 3.

6. Proprietary Rights of Truescreen, Inc.

Except for the limited right of End-User and the Applicants to access and use ApplicationStation, Provider does not grant any other right or license, by implication or otherwise, to use ApplicationStation (or any subsequent version thereof), the ApplicationStation website ("Site"), or any patent, copyright, or other intellectual property or proprietary rights owned by or licensed to Provider. End-User shall not assign, copy, rent, lease, reverse engineer or decompile, modify or create derivative works, display (except as necessary to exercise End-User's rights hereunder), sublicense or subcontract, or transfer ApplicationStation or the Site to any other entity or person. End-User shall not remove, obscure, or modify any proprietary notices on the Site or that are viewable through ApplicationStation (including notices appearing on reports generated by ApplicationStation).

ApplicationStation® is the registered trademark of Vertical Screen, Inc., parent company of Truescreen, Inc., all rights are reserved.

7. Fees

In consideration of the configuration and use of ApplicationStation and access to the End-User and the Applicants to use ApplicationStation, End-User shall pay to Provider the fees set forth in Schedule 1 which shall be subject to change in accordance with the Services Agreement. Such fees shall be due as indicated in the Services Agreement.

8. Warranty

Provider warrants to End-User that ApplicationStation shall be available to End-User and its Applicants, subject to reasonable downtime for maintenance, upgrades, testing, and backup. End-User's sole and exclusive remedy for a failure of Provider to make ApplicationStation available as described in the previous sentence, and Provider's sole and exclusive obligation, shall be for Provider to use commercially reasonable efforts to promptly make the ApplicationStation reasonably available. If Provider is unable to do so, Provider may terminate this Schedule and refund to End-User a prorated portion of the fees paid to Provider by End-User for access to ApplicationStation in the initial term or the then-current renewal term, as the case may be.

9. **Disclaimer of Additional Warranties**

EXCEPT AS EXPRESSLY SET FORTH ABOVE, (A) THE APPLICATIONSTATION AND THE SITE ARE PROVIDED ON AN "AS IS" BASIS, (B) THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND PERFORMANCE IS WITH END-USER, (C) PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR FITNESS OF RESULTS, NON-INTERFERENCE WITH END-USER'S ENJOYMENT OF THE SERVICE OR THE SITE, OR OTHERWISE. END-USER ACKNOWLEDGES AND AGREES THAT THE DESCRIPTIONS OF THE SERVICE AND THE SITE PROVIDED BY PROVIDER, WHETHER THROUGH THE SITE OR OTHERWISE, ARE NOT A PART OF THIS AGREEMENT.

10. **Limitation of Liability**

IN NO EVENT SHALL PROVIDER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, ASSIGNS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR BUSINESS INFORMATION AND THE LIKE), WHETHER IN AN ACTION BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF APPLICATIONSTATION OR THE SITE. IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY TO END-USER OR THE APPLICANTS UNDER THIS AGREEMENT EXCEED THE TOTAL FEES END-USER HAS PAID TO PROVIDER DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY ARE INTENDED TO BE INDEPENDENT OF ANY EXCLUSIVE REMEDIES AVAILABLE UNDER THIS AGREEMENT, INCLUDING ANY FAILURE OF SUCH REMEDIES TO ACHIEVE THEIR ESSENTIAL PURPOSE.

11. **Third Party Components**

End-User acknowledges and agrees that use of ApplicationStation requires third party equipment and software (collectively, the "Third Party Components") that must be provided by End-User or the Applicant, as the case may be. The Provider shall have no responsibility or liability, expressed or implied, to End-User, Applicants, or any third party with respect to any and all Third Party Components which are subject of this Schedule.

ATTACHMENT 2
Provider Standard Forms

BACKGROUND SCREENING DISCLOSURE FORM
[FOR EMPLOYMENT PURPOSES]

Please be advised that a consumer report may be obtained on you for employment purposes (which includes independent contractors under the Fair Credit Reporting Act (FCRA)).

Consumer reports may be obtained at any time after the company receives your written authorization, including during the hiring process; and, during any subsequent period of employment you may have with the company, where permitted by law.

Under the FCRA, consumer reports include any written, oral or other communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or is expected to be used for employment purposes. Consumer reports may include credit reports, criminal records and driving records, among other forms of information obtained from private and public record sources.

By signing below, I acknowledge that I have read the above.

Date: _____ Signature of Applicant: _____

Print Full Name: _____

**[NOTE TO DRAFTER: THIS MUST BE STAND-ALONE AND THE
REMAINDER OF THIS FORM IS INTENTIONALLY LEFT BLANK]**

STATE DISCLOSURES

Please be advised that a consumer report and/or investigative consumer report may be obtained on you for employment purposes. The consumer reporting agency that may provide the company with your report is:

Truescreen, Inc.
P.O. Box 541
Southampton, PA 18966
Telephone: (800) 260-1680
www.truescreen.com

Truescreen's privacy practices with respect to the preparation and processing of consumer reports and/or investigative consumer reports may be found at <http://www.truescreen.com/privacy-policy/>.

For Maine Applicants & Residents

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

For Massachusetts Applicants & Residents

You have the right, upon request, to know whether the company ordered an investigative consumer report about you. You also have the right to ask the consumer reporting agency for a copy of any such report.

For Minnesota Applicants & Residents

You have the right in most circumstances to submit a written request to the consumer reporting agency for a complete and accurate disclosure of the nature and scope of any consumer report the company ordered about you. The consumer reporting agency must provide you with this disclosure within five (5) business days after its receipt of your request or the report was requested by the company, whichever date is later. If an investigative consumer report is obtained, such a report may include information obtained through personal interviews regarding your character, general reputation, personal characteristics, or mode of living.

For New Jersey Applicants & Residents

You have the right to submit a request to the consumer reporting agency for a copy of any investigative consumer report the company ordered about you.

For New York Applicants & Residents

You have the right, upon written request, to be informed of whether or not a consumer report and/or investigative consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants & Residents

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You are entitled to this disclosure within five business days after the date your request is received or we ordered the report, whichever is later. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

California, Minnesota, and Oklahoma Applicants & Residents:

You have the right to receive a free copy of your background report. Please check this box if you would like a free copy of your report: ☐

CALIFORNIA DISCLOSURE DOCUMENT

The company may order an investigative consumer report on you in connection with your employment application, and if you are hired, or if you already work for the company, may order additional such reports on you for employment purposes.

Such reports may contain information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report, the Company may investigate the information contained in your employment application and other background information about you, which may include information concerning your employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, and professional credentials and licenses.

The consumer reporting agency ("CRA"), **TRUESCREEN, INC.**, will prepare the investigative consumer report for the company. The CRA's address is **P.O. Box 541, Southampton, PA 18966** and can be reached at **(800) 260-1680**. The privacy policies for the CRA can be found at its Web site: <http://www.truescreen.com/privacy-policy/>.

SUMMARY OF RIGHTS UNDER CIVIL CODE SECTION 1786.22

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

(1) In person, if he or she appears in person and furnishes proper identification. A copy of his or her file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

(2) By certified mail, if he or she makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself or herself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his or her identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him or her pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his or her choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Specifically, the basis for review pursuant to California law (Section 1024.5(a) of the Labor Code) is:
 _____ [SEE BELOW NOTICE FOR CATEGORIES AND CONTACT YOUR EMPLOYER FOR THE
 CATEGORY THAT APPLIES TO YOU].

You have the right to receive a free copy of your consumer credit report. Please check this box if you would like a free copy of your report: ☐

Special Notice for Consumer Credit Report Review
CALIFORNIA LABOR CODE SECTION 1024.5

California's new labor code provision severely restricts an employer's ability to conduct credit checks on employees. Labor Code 1024.5 only allows employers to conduct credit checks for employees who meet one of the following categories:

- A managerial position.
- A position in the State Department of Justice.
- That of a sworn peace officer or other law enforcement position.
- A position for which the information contained in the report is required by law to be disclosed or obtained.
- A position that involves regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any one person:
 - (A) Bank or credit card account information.
 - (B) Social security number.
 - (C) Date of birth.
- A position in which the person is, or would be, any of the following:
 - (A) A named signatory on the bank or credit card account of the employer.
 - (B) Authorized to transfer money on behalf of the employer.
 - (C) Authorized to enter into financial contracts on behalf of the employer.
- A position that involves access to confidential or proprietary information, including a formula, pattern, compilation, program, device, method, technique, process or trade secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the circumstances to maintain secrecy of the information.
- A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

EXEMPT INDUSTRIES: This section does not apply to a person or business subject to Sections 6801 to 6809, inclusive, of Title 15 of the United States Code and state and federal statutes or regulations implementing those sections if the person or business is subject to compliance oversight by a state or federal regulatory agency with respect to those laws. Sections 6801 to 6809 include the following industries (which are excluded from this law):

- National banks, Federal branches and Federal agencies of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Office of the Comptroller of the Currency;
- Member banks of the Federal Reserve System (other than national 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, organizations operating under section 25 or 25A of the Federal Reserve Act [12 U.S.C. 601 et seq., 611 et seq.], and bank holding companies and their nonbank subsidiaries or affiliates (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Governors of the Federal Reserve System;
- Banks insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System), insured State branches of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Directors of the Federal Deposit Insurance Corporation; and
- Savings associations the deposits of which are insured by the Federal Deposit Insurance Corporation, and any subsidiaries of such savings associations (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Director of the Office of Thrift Supervision.
- Under the Federal Credit Union Act [12 U.S.C. 1751 et seq.], by the Board of the National Credit Union Administration with respect to any federally insured credit union, and any subsidiaries of such an entity.
- Under the Securities Exchange Act of 1934 [15 U.S.C. 78a et seq.], by the Securities and Exchange Commission with respect to any broker or dealer.
- Under the Investment Company Act of 1940 [15 U.S.C. 80a-1 et seq.], by the Securities and Exchange Commission with respect to investment companies.
- Under the Investment Advisers Act of 1940 [15 U.S.C. 80b-1 et seq.], by the Securities and Exchange Commission with respect to investment advisers registered with the Commission under such Act.
- Under State insurance law, in the case of any person engaged in providing insurance, by the applicable State insurance authority of the State in which the person is domiciled, subject to section 6701 of this title.
- Under the Federal Trade Commission Act [15 U.S.C. 41 et seq.], by the Federal Trade Commission for any other financial institution or other person that is not subject to the jurisdiction of any agency or authority under paragraphs (1) through (6) of this subsection.

BACKGROUND SCREENING AUTHORIZATION FORM
[FOR EMPLOYMENT PURPOSES]

Please be advised that we may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting and/or conducting personal interviews with your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>). For more information, including information about additional rights, go to www.consumerfinance.gov/ or write to: Consumer Financial Protection Bureau, PO Box 4503, Iowa City, IA 52244.

By signing below, I hereby authorize the company to obtain a consumer report and/or an investigative consumer report on me, and further authorize all entities having information necessary to complete a consumer report and/or investigative consumer report on me to release such information to the company or any of its affiliates or carriers, including: present and former employers; personal references; criminal justice agencies; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; departments of motor vehicles and motor vehicle records agencies; schools and learning institutions; licensing agencies; and credit bureaus and credit reporting agencies.

By signing below, I acknowledge the information that can be disclosed to the consumer reporting agency, if and only as allowed by law, includes information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, and professional credentials and licenses.

By signing below, I acknowledge and agree that this Background Screening Authorization Form shall remain valid and in effect during the term of my contract and/or employment, subject to applicable laws, and authorize the company to obtain a consumer report and/or an investigative consumer report on me during the hiring process as well as at any time during the term of my employment and/or contract, where permitted by law.

Date: _____ Signature of Applicant: _____

Print Full Name: _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al 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 identity 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 1-888-5-OPTOUT (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:	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-FCRA Washington, DC 20580 (877) 382-4357
3. To the extent not included in item 1 above:	e. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
e. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	f. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
f. 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	g. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
g. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	h. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
h. Federal Credit Unions	
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 20423
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation

TYPE OF BUSINESS:	CONTACT:
	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., 8 th Floor Washington, DC 20549
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	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

Truescreen, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure
P.O. Box 541, Southampton, PA 18966
Toll-free phone – 800-260-1680

ATTACHMENT 3
End-User Custom Forms
(to be used in place of Provider Standard Forms)

BACKGROUND SCREENING DISCLOSURE
[FOR EMPLOYMENT PURPOSES]

Please be advised that a consumer report may be obtained on you for employment purposes (which includes independent contractors under the Fair Credit Reporting Act (FCRA)).

Consumer reports may be obtained at any time after the company receives your written authorization, including during the hiring process; and, during any subsequent period of employment you may have with the company, where permitted by law.

Under the FCRA, consumer reports include any written, oral or other communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or is expected to be used for employment purposes. Consumer reports may include credit reports, criminal records and driving records, among other forms of information obtained from private and public record sources.

**Authorization and Consent for Release of Information
Criminal Conviction Check and/or Motor Vehicle Record
(Please read carefully)**

I, the undersigned do hereby certify that the information provided by me for the purpose of employment is true and complete to the best of my knowledge. I understand that if I am employed, any false statements will be considered as cause for possible dismissal.

This release and authorization acknowledges that Virginia Polytechnic Institute and State University (hereinafter "Virginia Tech") may conduct a verification of my education, previous employment/work history, and motor vehicle reports, contact personal references, and receive any criminal or civil justice agency information in any State and/or other information as deemed necessary to fulfill the job requirements. The results of this verification process will be used to determine employment eligibility under Virginia Tech's employment policies.

I have read and understand this release and consent, and I authorize the verification. I authorize persons, schools, current and former employers, and other organizations and agencies to provide Virginia Tech with all information that may be requested, and I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original.

I authorize Truescreen, Inc. and any of its agents/designated personnel to prepare a consumer report on criminal convictions and/or motor vehicle records. I further authorize Truescreen, Inc. to disclose orally and in writing the results of this consumer report to the designated authorized representatives of Virginia Tech.

I do hereby agree to forever release and discharge Virginia Tech, The Commonwealth of Virginia, Truescreen, Inc., and their respective agents and employees to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, or any other charge or complaint filed with any agency arising from the retrieving and reporting of information. According to the Federal Fair Credit Reporting Act (FCRA), I am entitled to know if employment was denied based on information obtained by my prospective employer during the course of an investigative consumer report as defined by the FCRA and to receive, upon written request, a disclosure of the public record information and of the nature and scope of the investigative report.

**DISCLOSURE
Criminal Conviction Check and/or Motor Vehicle Record**

I, the undersigned hereby consent and authorize Truescreen, Inc., and any of its agents/designated personnel, on Virginia Polytechnic Institute and State University's behalf, to prepare a consumer report for employment purposes.

A consumer report consists of information deemed to have a bearing on job performance, and may include information from public and private sources and public records, concerning my driving record and court records. For purposes of this

application, the consumer report will be limited to a criminal conviction check and/or motor vehicle record check. I agree that any copy of this document is as valid as the original.

According to the Federal Fair Credit Reporting Act, I am entitled to know if employment was denied based on information obtained by my prospective employer from a third party, and to receive, upon written request, a disclosure of the public record information and of the nature and scope of the investigative report.

IN USING A CONSUMER REPORT FOR EMPLOYMENT PURPOSES, BEFORE TAKING ANY ADVERSE ACTION BASED IN WHOLE OR IN PART ON THE REPORT, THE PERSON INTENDING TO TAKE SUCH ADVERSE ACTION SHALL PROVIDE TO THE APPLICANT OR EMPLOYEE TO WHOM THE REPORT RELATES A COPY OF THE REPORT AND A DESCRIPTION IN WRITING OF THE RIGHTS OF THE CONSUMER UNDER THIS TITLE, AS PRESCRIBED BY THE FEDERAL TRADE COMMISSION SECTION 609 (C) (3). Summary of Rights under the Fair Credit Reporting Act – www.ftc.gov/bcp/edu/pubs/consumer/credit/cre35.pdf

**SCHEDULE 4 TO STANDARD CONTRACT
(GDPR Data Processing Agreement)**

This Schedule (the "Schedule") to the Standard Contract (herein called the "Services Agreement"), is made and entered into as of this _____ day of _____, 2018 (the "Effective Date"), by and between the Contractor, **Truescreen, Inc.**, a Vertical Screen company, a Delaware corporation with offices located at 251 Veterans Way, Warminster, PA 18974 ("Provider" or "Data Processor"), and Virginia Polytechnic Institute and State University (the "End-User" or "Data Controller"), (collectively, the "Parties").

In consideration of the mutual covenants, promises and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. The Services Agreement is hereby amended to incorporate the GDPR Data Processing Agreement in compliance with the European Union General Data Protection Regulation ("GDPR"), as set forth in Attachment "1" in accordance with the following terms and conditions.
2. In the event of any conflict between the terms of this Schedule and the terms of the Services Agreement, the terms of this Schedule shall prevail.
3. Except as provided herein, the Services Agreement shall remain in full force and effect.
4. Nothing herein is deemed to waive the Sovereign Immunity of Virginia Tech or the Commonwealth of Virginia.
5. Any claim or dispute related to the GDPR Data Processing Agreement shall be governed by the laws of the Commonwealth of Virginia notwithstanding conflicts of law.

The Parties have caused this Schedule to be executed by their respective authorized representatives to bind the Parties by the terms hereof on the date first written above.

TRUESCREEN, INC.

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY**

BY: _____
Anthony D'Orazio
CEO

BY: _____

Print Name: _____

Title: _____

ATTACHMENT 1

GDPR DATA PROCESSING AGREEMENT

1. PURPOSE

This Schedule modifies and supplements the terms and conditions in the Services Agreement as they relate to the Parties' Processing of Personal Data and compliance with Data Protection Law and other data protection requirements (as those terms are defined below).

2. DEFINITIONS

Capitalized terms used but not defined have the meaning given in the Services Agreement.

"Data Processing Details" means the processing to be carried out by Provider under the Services Agreement and this Schedule, as may be amended, or any other applicable statement of work or schedule, and shall comprise the processing set out in Annex 1 (*Data Processing Details*), as updated from time to time by the written agreement of the Parties, and such other processing as End-User may notify or request from Provider in writing from time to time.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Provider or End-User, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (*"GDPR"*), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"Personal Data" means any information relating to an identified or identifiable natural person (*"Data Subject"*). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. *"Process"* and *"Processed"* will have a corresponding meaning.

3. GDPR REQUIREMENTS

(A) Provider, in its capacity as a Data Processor of Personal Data, will:

- (1) Process Personal Data only on documented instructions from End-User, including with regard to transfers of Personal Data to a third country or an international organization (as further set forth in Section 4 below), unless required to do so by applicable law, in which case will inform End-User of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (2) ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory or legal obligation of confidentiality;
- (3) take all measures required in accordance with good industry practice and by Data Protection Law relating to data security (including pursuant to Article 32 of the GDPR);
- (4) not engage another party to Process Personal Data (*"Sub-Processor"*) without End-User's prior written authorization, and if such authorization is granted, take those measures required pursuant to paragraphs 2 and 4 of Article 28 of the GDPR;
- (5) taking into account the nature of the Processing and all applicable laws including the Fair Credit Reporting Act (FCRA), assist End-User by appropriate technical and organizational measures, insofar as this is possible, for the

fulfillment of End-User's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the GDPR);

- (6) assist End-User in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other consultations, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Provider);
- (7) at the request of End-User, promptly delete or return all the Personal Data to End-User after the end of the provision of Services relating to Processing, unless storage of any Personal Data is required by applicable law or where it must be retained for legal purposes and if so, shall inform End-User of any such requirement;
- (8) without limiting any of End-User's existing audit rights under the Services Agreement (if any), make available to End-User all reasonably requested information necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Article 28 of the GDPR) and allow for and contribute to reasonable audits, including inspections, conducted by End-User or another auditor mandated by End-User; and
- (9) immediately inform End-User if, in its opinion, an instruction infringes Data Protection Law.

(B) End-User, in its capacity as a Data Controller of Personal Data:

- (1) warrants, represents, and agrees that it is responsible for obtaining consent to Processing from Data Subjects, where applicable, and the consent obtained from the Data Subject is in full compliance with the GDPR and other Data Protection Laws, including but not limited to, that it is a freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her, and where processing of data belonging to a child below the age of 16 is requested, that it has obtained lawful consent from the holder of parental responsibility over the child. Should such consent be revoked by the Data Subject, End-User is responsible for promptly communicating the fact of such revocation to Provider;
- (2) prior to requesting that Provider engage in Processing on its behalf, warrants that it has all necessary rights to provide the Personal Data to Provider for the Processing to be performed in relation to the Services;
- (3) to the extent required by applicable Data Protection Law, prior to ordering Screening Reports or Services from the Provider, represents, warrants, and agrees that it has made any and all required disclosures to the Data Subject, including information regarding the Processing and purposes of Processing, and has ensured that a record of such disclosures and consents will be maintained;
- (4) if applicable, before requesting the processing of "special categories of personal data" (as defined by Article 9 of the GDPR) or "personal data relating to criminal convictions and offences" (as defined by Article 10 of the GDPR), has obtained the necessary and proper authorization to lawfully request the processing of such data under the GDPR and Data Protection Law;
- (5) explicitly authorizes Provider to use Sub-Processors as it reasonably requires as sources of information to provide the Services in accordance with this Schedule. Provider shall inform the End-User of any addition or replacement of such Sub-Processors, giving the End-User an opportunity to object to such changes or additions within a reasonable period of time;
- (6) agrees that all Personal Data received from Provider (including but not limited to Personal Data included in Screening Reports) will only be Processed and used for limited and specified purposes consistent with the consent provided by the individual, if applicable, and the terms of this Schedule.

(C) The Processing to be carried out by the Provider, including the subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects, is described in Annex 1 hereto as the Data Processing Details, and may be updated from time to time by written agreement of the Parties.

(D) Both Parties agree to maintain records of the Processing, including the categories of Processing activities performed, information regarding any cross-border data transfers, and a general description of the security measures implemented with respect to the Personal Data, and agree to provide the other party with such records upon reasonable request.

- (E) Either party will notify the other party without undue delay upon becoming aware of a Personal Data Breach that may impact or affect the non-breaching party.
- (F) Where either party faces an actual or potential claim arising out of or related to violation of any Data Protection Law (e.g., Article 82 of the GDPR) concerning the Services, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (G) Provider and End-User will comply with Data Protection Law to the extent that said law is not in conflict with other applicable law.
- (H) Unless otherwise set forth herein, the Parties' authorized representatives and contacts for notice are the same individual(s) set forth under the notice provision of the Services Agreement.

4. CROSS-BORDER TRANSFER

- (A) Provider shall not transfer, or allow the onward transfer of, any Personal Data to any country outside the EEA or to any international organization (an "International Recipient") without End-User's prior written consent.
- (B) End-User specifically consents to the transfer of any data to the United States in order to provide the Services, and End-User further represents, warrants, and agrees that it will provide all disclosures and obtain all authorizations and consents necessary to make such a transfer lawful prior to requesting that Provider Process any applicable data.
- (C) Provider is self-certified under the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (as an entity under its parent company, Vertical Screen, Inc.) to ensure an adequate level of protection for personal data transferred from the European Union and Switzerland. As such, End-User agrees that it will provide the same level of privacy protection as the Principles set forth in the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (as well as under other applicable data protection laws or frameworks including but not limited to the GDPR) and will notify Provider if it makes a determination that it can no longer meet this obligation. If End-User makes such a determination, it agrees that it will cease the Processing of all applicable data, including Personal Data, or take other reasonable and appropriate steps to remediate.
- (D) To the extent the Parties are relying on a specific statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, the Parties agree to cooperate in good faith to promptly terminate the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer.

5. DATA PROTECTION REQUIREMENTS

Notwithstanding any other references to Data Protection Law, the Parties will comply with all other data protection requirements previously agreed to by the Parties, including any requirements set forth in the Services Agreement.

6. ADDITIONAL SERVICES

If either Party is in breach of its obligations under this Schedule, Provider may suspend the Services or End-User may suspend requests for Processing, as applicable, until the breach is remedied. Such suspension of Services contemplated by this Schedule may not apply to other services contemplated by the Services Agreement when such other services are unaffected by the breach, in which case such other services may continue.

ANNEX 1

DATA PROCESSING DETAILS

1. NATURE AND PURPOSE OF THE PROCESSING:

Applicant screening (background screening) on applicants and employees of End-User in order for End-User to review fitness and qualifications for position(s).

2. DURATION OF THE PROCESSING:

The transferred data shall be processed for the lifetime of the contractual agreement between the Parties.

3. TYPE OF PERSONAL DATA:

As more particularly set forth in the Services Agreement and related documents between the Parties.

4. CATEGORIES OF DATA SUBJECTS:

Selected applicants and employees of End-User.

5. PROCESSING INSTRUCTIONS:

Processing must be conducted in accordance with this Schedule and the Services Agreement.

SCHEDULE TO STANDARD CONTRACT (Consumer Care Services)

This SCHEDULE to the STANDARD CONTRACT (herein called the “Services Agreement”) (the “Schedule”), is made and entered into as of this ____ day of _____, 2018 (the “Effective Date”), by and between **Truescreen, Inc.**, a Vertical Screen company, a Delaware corporation with offices located at 251 Veterans Way, Warminster, PA 18974 (“Provider”) and **Virginia Polytechnic Institute and State University**, with offices located at 300 Turner St, Suite 2300, Blacksburg, VA 24061 (the “End-User”), (collectively, the “Parties”), for Consumer Care services.

In consideration of the mutual covenants, promises and agreements contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Consumer Care Services/Electronic Option

End-User hereby elects to use Provider’s “Consumer Care Services” and hereby authorizes Provider not to use the paper/mail process related to the consumer dispute process, subject to the following, which details the processes to be followed by Provider in sending electronic consumer notifications on behalf of End-User:

- a. All notifications will be sent to the primary email address that is provided along with the request for services. If no email address is provided, Provider will mail the notification to the mailing address that was provided via USPS within 24 hours of the trigger event listed below.
- b. Consumer Contact Information. End-User shall be solely responsible for providing contact information – email and/or mailing address - of its applicants and/or employees (hereinafter, “Consumers”).
- c. The specific Consumer notifications, and the triggers to send each, are listed below:

Notification Type	Trigger to send
FCRA Pre-Adverse Action Letter	When requested by End-User via <i>mytruescreen.com</i> site
Additional Pre-Adverse Action Documents/State-Local Compliance	At the same time as the FCRA Pre-Adverse Action Letter, if requested, uploaded, and approved by End-User via <i>mytruescreen.com</i> site.
FCRA Final Adverse Action Letter	Either 5 business days after consumer accesses the FCRA Pre-Adverse Action Letter electronically or XX business days after FCRA Pre-Adverse Action Letter is mailed to the Consumer – provided no dispute/statement has been initiated by the Consumer(s). ** Important Note: if the Consumer initiates a dispute/statement, Provider will not automatically send the FCRA Final Adverse Action Letter. Upon resolution of the Consumer dispute/statement, Provider will provide End-User an updated copy of the report and, if desired, End-User will manually request the Final Adverse Action Letter be sent via the <i>mytruescreen.com</i> site.
Additional Adverse Action Documents/State-Local Compliance	At the same time as the FCRA Final Adverse Action Letter, if requested, uploaded, and approved by End-User via <i>mytruescreen.com</i> site
California Report Copy	Upon delivery of report to End-User where applicant’s current residence address is California
Oklahoma Report Copy	Upon delivery of report to End-User where applicant’s current residence address is Oklahoma

Minnesota Report Copy	Upon delivery of report to End-User where applicant's current residence address is Minnesota
NY Article 23A Notification	Upon delivery of report to End-User where criminal records are being reported and applicant's current residence address is New York

d. Email Failures

If Provider attempts to send a consumer notification and the email address is returned as either invalid or otherwise undeliverable, Provider will mail the notification via USPS.

e. FCRA Notifications

With specific regard to just the FCRA Pre-Adverse Action and Final Adverse Action Letters (and any uploaded Additional Pre-Adverse Action Documents or Additional Adverse Action Documents, if applicable), Provider will follow these procedures in the following situations:

- a) If 24 hours after sending the FCRA Pre-Adverse Action notification, the consumer has not logged into the Consumer Care website to receive the notification, Provider will send another email to the consumer reminding them to login to receive the notification.
- b) If 48 hours after sending the FCRA Pre-Adverse Action notification, the consumer has not logged into the Consumer Care website to receive the notification, Provider will mail the notification via USPS.

2. Fees

FCRA Pre- and/or Final Adverse Action Letter Mailings \$2.50 per letter
(Copy of report delivered electronically or mailed USPS with client pre- and/or final adverse action letter)

3. End-User Representations and Warranties

End-User hereby acknowledges and agrees that End-User is solely responsible for the content of any letters, documents, or other notifications sent to Consumers other than copies of Screening Reports pursuant to this Schedule. Provider shall not be responsible for the content of any consumer notifications or mailings sent as part of the Consumer Care Services other than Screening Reports, and Provider will send consumer notifications in accordance with this Schedule and in the form requested by End-User.

4. Liability

To the extent allowable by law, End-User shall hold Provider harmless against any claims that may arise under this Schedule related to or arising from the: 1) FCRA Pre-Adverse Action Letter; 2) Additional Pre-Adverse Action Documents/State-Local Compliance; 3) FCRA Final Adverse Action Letter; 4) Additional Adverse Action Documents/State-Local Compliance; 5) NY Article 23A Notification; or, any future notification or documentation required by applicable state or local laws and regulations; except that Provider's liability shall be limited to any gross negligence or willful misconduct in failing to mail copies of letters and/or copies of screening reports when requested by End-User.

5. Limitation of Liability

IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF PROVIDER AND ITS AFFILIATES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY,

ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE CONSUMER CARE SERVICES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

6. In the event of any conflict between the terms of this Schedule and the terms of the Services Agreement, the terms of this Schedule shall prevail.
7. Except as provided herein, the Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, who are the duly authorized representatives of the Parties, have executed this Schedule as of the date first above written.

TRUESCREEN, INC.

Virginia Polytechnic Institute and State University

BY: _____
Anthony D'Orazio, CEO

BY: _____
Print Name: _____
Title: _____

Negotiation Summary



RFP RESPONSE

FOLLOW-UP QUESTIONNAIRE

NEGOTIATION QUESTIONS

PREPARED FOR:



PREPARED BY:

Suzi Arant
National Sales Executive
888-260-1370 ext. 2012
sarant@truescreen.com
3.10.2023





- 1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.**

Truescreen provided a redacted version of our response with our original submission in January, 2023. We have included another copy of this version with this response.

- 2. Are there any additional financial or value-added incentives you would like to offer at this time?**

Truescreen offers VT the following value-add services at no additional charge.

VALUE-ADD SERVICES (no charge)	
Program Implementation Management	Web-based Access for Program Management
ATS Integration Support	Web-based Access for Candidate Applications
Training	Subject Matter Expert Guidance
Educational Resources	Vendor Management Program
Customer Service	Audit Support
Report Scoring	Random Program Management
Account Management	Adjudication Services
Management Reporting	MVR Points Leveling System
Medical Review Officer Services	Diploma Mill Scanning

- 3. Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.**

As a regulated consumer reporting agency, we will need to include in the final agreement certifications required under the Fair Credit Reporting Act and by the credit bureaus for the provision of background screening services by consumer reporting agencies.

- 4. Does Truescreen agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?**

Yes. Truescreen agrees to these payment terms.

- 5. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?**

Yes. Truescreen agrees that we are operating as an independent entity and not as an employee of VT or any other Commonwealth entity.

- 6. Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?**

Yes. Truescreen agrees that VT will not withhold income taxes from its payment to Truescreen nor will VT provide any employment benefits to Truescreen.



- 7. End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.**

Should a contract between our organizations be terminated, we would work with you to negotiate a separation process that ensures a secure and efficient program transition, including the electronic transfer of any records. All data collected as part of the provision of our services will be included in transferred reports. However, we will supply the client (not the new vendor) with a termination and transfer of files schedule that allows them to identify the information they want Truescreen to provide (i.e. candidate-completed ApplicationStation documents, background check reports, drug test reports, etc.)

- 8. Do you agree that the initial contract period shall be one year?**

Yes. Truescreen agrees to a one-year initial contract period.

- 9. Upon completion of the initial contract period, does Truescreen agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one year periods, under the terms of the current contract?**

Yes. Truescreen agrees to renewing the contract with VT for four years after the initial contract period as agreed upon in writing by both parties.

- 10. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?**

Yes. Truescreen agrees to renewing limit price increases to no more than the increase in the Consumer Price Index, CPI-W, all Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less.

Please note that since the start of the relationship with VT, Truescreen has never raised prices during a contract period.

- 11. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?**

Yes. Truescreen agrees to hold prices firm for the initial contract period and the first renewal year.

- 12. Will Truescreen agree to participate in the Wells One AP Control Payment System?**



Yes. Truescreen agrees to participate in the Wells One AP Control Payment System.

13. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract.

The highest level executive aware of this solicitation is our highest level executive – Chief Executive Officer, Anthony D’Orazio. Anthony is actively involved with this solicitation and was integrally involved in both our written response and pricing development. His commitment to VT extends into the operational aspects of your program. Anthony meets regularly with all Truescreen teams – including operations, account management, IT and legal – to discuss the status of client programs, solicitations, services, performance metrics and technical projects that are in progress. His hands-on involvement in the daily operations of the company supports the level of quality we deliver to our clients.

14. Please provide your best schedule of prices for all services offered.

Please find out best and final offer (BAFO) pricing included with this response.

15. How soon after contract award can you begin providing services?

As the incumbent, there will be no disruption in service if we are awarded the contract. VT will simply continue using the program as they are today. We would gladly take this opportunity to make any service or program adjustments VT may be interested in at this time.

16. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Truescreen is registered with and is willing to participate in the eVA internet procurement solution.

17. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Yes. Truescreen acknowledges, agrees and understands that VT cannot guarantee a minimum amount of business if we are awarded the contract.

18. Do you agree to obtain a United States federal tax identification number if you are awarded a contract? [Note: Use this question when negotiating with a foreign company that will be providing services to VT in the USA.]

Yes. Truescreen already maintains a federal tax identification number (23-3070374).

19. Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Yes. Our prices include all fees aside from third party pass through fees incurred as a result of accessing the data needed to process background checks.



20. Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 49302211 shall govern the contract if a contract is awarded to your company?

Yes. Truescreen acknowledges, agrees, and understands that the terms and conditions of the RFP # 49302211 shall govern the contract if we are awarded the business.

21. For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

Suzi Arant
National Sales Executive
888-276-8518 ext. 2012
sarant@truescreen.com

22. What is the size of your national criminal database (300 million, 500 million, etc.)?

Truescreen's National Criminal Database search is a private multi-state criminal database search that consists of three billion records collected from across the country. The more than 2,000 sources that comprise the database include criminal records from court systems; corrections departments; law enforcement; sex offender registries; and other related state, county and municipal agencies.

23. How many customers do you have that request 4000+ conviction checks per year?

We serve a wide range of clients that require anywhere from 100 – 250,000 background checks annually. The majority of our clients require between 2,500 and 7,500 background checks per year.

24. How many higher education customers (colleges and universities) do you have? Who are your largest 3 based on volume of requests?

Beyond VT, Truescreen provides services to more than 300 higher education institutions that comprise nearly 600 different campuses and schools of specialty. Our three largest higher education customers by volume of requests are University of Tennessee, University of Oklahoma and Brigham Young University.

25. How many countries are available for your international conviction check searches? Do you have in-house resources that can help with forms, interpreters, etc. to complete an international conviction check?

Truescreen has no true limitations in the international screening space other than in countries that do not permit certain types of background check services and/or operate under arguably unstable conditions such as Yemen and Syria. We are able to perform services in all other countries.

Yes. We maintain a dedicated, internal global team to support our clients. Our in-house international researchers are fluent in more than 38 languages and are extensively trained in



Details matter.

global customs, allowing us to effectively communicate with international clients, applicants and in-country resources. Our global research teams work around the clock to accommodate the various international time zones.

From a workflow perspective, has designed our solutions in a manner by which clients are not required to access multiple platforms and portals to order and retrieve both U.S. and non-U.S.-based background checks. All searches and services are managed through one platform, offering a truly singular, seamless, global solution.

26. If you have not done so already, provide the requested references.

VT's original RFP asked that vendors *"Provide a client/reference list that currently shows universities or government agencies that have a contract with your organization."* Truescreen offered the list below. Please indicate if you would like contact information for a specific number of references.

Referential Clients

Below, please find a list of some of our more notable higher education clients that operate in the public sector.

- | | |
|--------------------------------|--|
| ▪ Virginia Tech | ▪ Texas Christian University |
| ▪ Mississippi State University | ▪ University of California San Francisco |
| ▪ University of Auburn | ▪ George Mason University |
| ▪ University of Louisville | ▪ James Madison University |
| ▪ Clemson University | |
| ▪ University of Tennessee | |

27. What do you recommend as best practices around alias searches? Is your quoted price on one name only, or does it include aliases, AKAs, maiden names, etc.?

Yes. Truescreen's price schedule identified which services are AKA-inclusive. Those services are:

- County Criminal Records Search
- Federal Criminal Records Search
- National Criminal Database Search
- National Sex Offender Database Search
- SanctionsScreen+SM

Please note that if so desired, we can also prepare and share per name pricing as well.

There are pros and cons to performing AKA searches. AKAs are typically found through the Social Security number verification process. The applicant's given name is verified against



credit bureau records and any valid aliases the subject may have listed are reported. On the pro side, searching those additional names could reveal criminal records that were filed under the alias name. On the con side, those searches do cost more and since it is not always known what time period a person used an alias, the searches may not be relevant if the person used the alias many years ago.

We automatically search maiden names at no charge when performing education verifications, as we often find that degrees are obtained under a maiden name. However, searching maiden names and/or aliases as part of a criminal records search incurs an additional charge, as a separate search must be performed — with the exception of certain statewide searches where additional or alias names are searched at no additional cost.

28. What do you recommend as best practices around international conviction checks? Are the results accurate? Is a watch list sufficient? Are there other options?

Truescreen would recommend a criminal background check in addition to a sanctions search. These two services research criminal activity which is most critical.

29. If an applicant discloses a conviction of any type (infraction, misdemeanor, felony, etc.) from a state or county not checked as part of the initial locations, how do you handle this as part of the conviction check report? Is it checked, is it done automatically, does it require a specific request, is there an additional cost?

If a conviction is disclosed by an applicant in a specific jurisdiction, it is automatically researched in that jurisdiction in order for us to report that information. This includes felonies, misdemeanors and major infractions. It is standard practice for Truescreen to automatically conduct these searches.

However, if the disclosed matter is a minor traffic offense, these types of matters may not come up in a criminal court search. In that scenario, our recommendation would be to run an MVR report to identify the offense. As a best practice, many organizations do not pursue this route as minor traffic offenses generally are not utilized in making employment decisions.

Another factor affecting this process is the amount of information provided by the applicant. For example, if an applicant indicates that they were ticketed for speeding without including other critical pieces of information such as jurisdiction, dates or outcome, we do not delay the rest of the report to attempt to locate an offense of this nature.

30. Can we upload batch requests or does each request have to be entered individually?

Batch orders can be uploaded to myTruescreen.com, typically as an Excel spreadsheet, for processing. Batch orders can be tracked via myTruescreen.com in the same manner as individual searches. Batch ordering can also be serviced through a secure upload via FTP or



other transfer protocol. There is no minimum or maximum amount of records that can be uploaded via batch data transfer.

Current data files, including bulk report requests, are securely transferred to Truescreen via our File Upload tool. The tool is available on our secure myTruescreen.com client website. Users enter a file name, select a description of the file from a drop-down menu and browse their system to attach the file.

31. Can we offer individual access to multiple affiliated programs? For instance, can we offer our University Foundation access to a separate portal so they can do similar conviction check requests but they only have access to their items?

Truescreen's myTruescreen.com Web-based client interface will allow multiple users access to the system at one time, from all different VT locations. The ability to have an unlimited number of users comes at no additional cost to VT. Furthermore, Truescreen is able to (and has) established services and user access permissions for additional higher education institutions in Virginia that utilize the contract. Each institution has a separate Truescreen client number.

A unique user profile and access-level structure can be devised according to your needs. Security levels can be set on a per-user or per-group basis. And, user groups can be organized in a hierarchy to allow for a variety of group level securities.

User profiles can be established to control access based on an array of user information, including name, department, business segment and specific permissions. These profiles can be configured to control the capability to submit report requests; receive completed reports; and access and/or view completed reports. Permissions can also be set to limit viewing to specific elements of the report, or the overall result of the report.

All rights for viewing, inserting, updating, or deleting of data are controlled through a multi-tiered, secure access hierarchy linking directly to that user's access designation. Designations can range from requester-only access to full enterprise-wide access and everything in-between. Internally, we maintain these relationships by utilizing an open architecture approach of configuring data that defines what and how users access it.

User permissions are established based on two criteria: access and functionality. Report access determines what reports are visible to a particular user in the system. Functionality access determines what tools are available to the user. In both cases, access can be very narrow or very broad; it is entirely up to the client to decide what permissions to grant and to whom. Report access and functionality access can also be combined to create a variety of permission options. The two factors go hand-in-hand the client decides what reports it wants an individual



user to see and which tools they can access. Then, those tools can be used against that designated set of reports.

32. How do you handle applicant disputes? What percent of these do you see on an annual basis?

In the event that a candidate disagrees with the information we have reported, we recognize the importance of handling the dispute quickly and efficiently in order to portray the screening process in the best possible light. We immediately inform the client of the applicant's dispute via email requesting that no adverse action be taken prior to the results being issued.

We handle all refutations or consumer disputes directly with applicants. We provide full support services in accordance with FCRA regulations for applicants who wish to dispute information contained in their report. Within 24-48 hours, we provide disputing applicants with a copy of their background investigation. While the FCRA allows 30 days for the handling of applicant disputes, we typically resolve disputes in 3-5 days on average. The re-investigation process involves us re-contacting the source of the information and re-verifying that what we included in the report is current and correct.

Resolution of customer issues is an area where Truescreen provides both strong support and continual improvement. Our ISO-mandated issue resolution process ensures that if an issue cannot be addressed at the applicant service level, it is escalated to progressively higher levels of account management.

The dispute process begins when a dispute notification is received by our Applicant Services department via our online Consumer Care Portal, email, mail or fax. During this stage, we offer applicants the right to attach a consumer statement or letter of explanation to their report. This is typically used when a candidate is not necessarily disputing the accuracy of the report, but wants to include some type of explanation or clarification. In these cases, we attach the candidate's notes or comments and then update the client.

Once the dispute is processed, it is reviewed and verified by an Applicant Services supervisor. The Applicant Services supervisor then escalates the dispute even further to our executive operations team for review. Once this review is complete, it is sent to our legal/compliance team for final review from a legal standpoint.

If any changes are warranted, those changes are made and notification is provided to both the applicant and client. The applicant receives a copy of the results along with the FCRA Summary of Rights. All disputes stay on file indefinitely.



The percentage of cases for which we receive requests for clarification is very low due to our internal quality management workflow process. Every report component we send to a client is subject to several quality checkpoints before it is submitted for delivery.

Last year, our dispute rate on candidates screened was 0.001 percent.

Consumer Care Portal

Truescreen's Consumer Care Portal provides an expedient, online medium for the consumer to dispute the accuracy of the background investigation report or add a consumer statement as allowed by the FCRA. If the consumer wants to file a dispute or add a statement, he or she can use a secure workflow within the Consumer Care Portal to initiate the process. The portal allows the consumer to upload documentation such as a diploma copy or court paperwork, and communicate with Truescreen securely throughout the dispute or statement process. Once Truescreen completes any necessary reinvestigation, or adds the consumer statement, the consumer is notified. In addition, Truescreen's clients are alerted via email and through the myTruescreen.com client portal in the event a dispute is opened, a report is updated or a statement is added to a consumer's background investigation report. All relevant documentation would be included with the updated report copy in accordance with FCRA.

33. How do you confirm receipt of pre-adverse letters? Several national lawsuits have focused on candidates claiming they were not notified. How do you ensure notification and document it took place?

Through our Consumer Care Portal tool, Truescreen can track the status and progress of an electronic pre-adverse notification. Our system provides a notation when the recipient opens the email notification sent to them by Truescreen containing instructions on how to access their pre-adverse letter.

If the individual does not open these emails, Truescreen will send a paper copy of the pre-adverse letter via USPS.

If desired by the client, the back-up paper copies can be delivered via trackable mail services such as FedEx, registered or certified mail. These options would result in an increased charge to the client. Upon delivery notification, Truescreen can document that the individual has received this hard copy notice.

In the event a hard copy notice is returned to Truescreen as undeliverable, we reach back out to the client for updated contact information and make another attempt to resend the notification.

34. Is all of your customer service US based? Do you ever off-shore any of your work/services?



Details matter.

Yes. All of our customer service team members are based in the U.S. We do not off-shore any part of our operations or services.

35. Electronic backup is kept for duration of contract, but do we have access afterward?

Yes. Should a contract between our organizations be terminated, we would work with you to negotiate a separation process that ensures a secure and efficient program transition, including the electronic transfer of any records. All data collected as part of the provision of our services will be included in transferred reports.



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EXHIBIT E – PRICE SCHEDULE

Social Security Number Verification (SSN Trace) <i>(Credit bureau data analyzed for names, SSNs and addresses)</i>	\$1.00
TransUnion Credit/Financial History <i>(Includes analyzed SSN info, financial data, bankruptcies, copy of credit file)</i>	\$3.75 \$3.50
County Criminal Records Search <i>(Searches conducted in all counties of residence in past 7 years; includes searches of primary name and all AKAs)</i>	\$16.00 \$14.00
Federal Criminal Records Search <i>(Searches conducted in all districts of residence in past 7 years; includes searches primary name and all AKAs)</i>	\$4.50 \$4.25
National Criminal Database Search <i>(National database search covering more than 3 billion criminal, sex offender and violation records; includes verification of all possible records; includes searches of primary name and all AKAs)</i>	\$4.50 \$4.00
National Sex Offender Database Search <i>(Database search covering sex offender records collected nationwide; includes searches of primary name and all AKAs)</i>	\$3.00 \$2.75
MVR Driving History <i>(MVR data summarized and formatted; price is per license; state fee charged separately)</i>	\$1.65
Basic Employment History Verification <i>(Price is per employer; verification of title, dates, reason for leaving, eligibility for rehire)</i>	\$5.00
Education History Verification* <i>(Price is per degree; *Also includes DegreeScan®, a search of our proprietary database of known diploma mills)</i>	\$5.00
SanctionsScreen+SM <i>(Proprietary search covering terrorist watch lists; OFAC; disciplinary/Administrative actions from regulated industries, including healthcare and financial services; includes searches of primary name and all AKAs)</i>	\$1.65
DOT Drug Screening <i>(DOT-mandated urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities – non-patient service centers)</i>	\$25.75*



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Non-DOT Drug Screening (10-panel)

\$25.00*

*(10-panel urine screen at in-network patient service center - includes MRO;***Surcharges may apply for collections at individual private collection facilities – non-patient service centers)***Non-DOT Drug Screening (Expanded Panel)**

\$37.00*

*(Urine screen at in-network patient service center - includes MRO; *Surcharges may apply for collections at individual private collection facilities - non-patient service centers)***Breath Alcohol Test (BAT)**

\$49.00

*(DOT BAT test at in-network testing facility)***DOT Clearinghouse Search - Pre-employment Full**~~\$6.50~~ \$6.00*(Includes search of FMCSA pre-employment screening program database for any recorded violations)***DOT Clearinghouse Search - Annual/Limited**

\$3.00

*(Includes search of FMCSA screening program database for any recorded violations; if records are found a full query must be conducted with an additional \$4.00 fee)***Cost Case Study Part A**

Cost Case Study Part A	
<i>Price includes all county fees except NY; MVR fees charged separately</i>	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) • County Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • Federal Criminal Records Search <ul style="list-style-type: none"> ◦ All addresses of residence in the past 7 years ◦ Primary name and all AKAs • National Criminal Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • National Sex Offender Database Search <ul style="list-style-type: none"> ◦ Primary Name and all AKAs • MVR Driving History 	\$32.00 \$27.65

Cost Case Study Part B

It is possible that the original report included searches of all names and addresses despite an incorrect SSN. Therefore, it is recommended to submit a Custom case for a SSN Verification (SSN) Trace and compare the names and addresses to those processed on the original case. If no additional names and addresses are uncovered, then no further searches are needed.

Cost Case Study Part B	
<ul style="list-style-type: none"> • Social Security Number Verification (SSN Trace) 	\$1.00



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DOT Cost Case Study: Part A

Truescreen offers an in-network collection site in Blacksburg, VA but the site does not offer Breath Alcohol Testing. The price below is based on services conducted at Med Express in Christiansburg, VA.

DOT Cost Case Study: Part A	
<ul style="list-style-type: none"> • DOT Drug Screening <ul style="list-style-type: none"> ◦ Price includes a surcharge of \$21.00 • Breath Alcohol Test (BAT) 	\$95.75

DOT Cost Case Study: Part B

DOT Cost Case Study: Part B	
<ul style="list-style-type: none"> • DOT Clearinghouse Search – Full Query 	\$6.50 \$6.00