

**ORANGE COUNTY
BOARD OF EDUCATION
AGENDA ITEM ABSTRACT**

Meeting Date: June 19, 2014

**AGENDA
ITEM No. 14-06-(2)-12
ACTION ITEM: (Y/N) Y**

SUBJECT: Carolina Information, Inc./US Info Group, Inc. Agreement

INFO. CONTACT Dr. Marcie Holland

PHONE: 919-732-8126

ATTACHMENT: 1. Service Agreement

PURPOSE: The purpose of this item is to provide the Board of Education an opportunity to review the recommended renewal of a service agreement with Carolina Information, Inc./US Info Group, Inc. which provides the district's criminal background check services.

BACKGROUND: The enclosed Service Agreement is being presented for renewal. Carolina Information, Inc./US Info Group, Inc. is a third-party provider who conducts criminal background checks for volunteers and all new hires including substitutes, non-faculty coaches, and temporary employees. These background checks include social security number verifications, national searches, and the Sex Offender Registry checks. Currently, volunteers are on an alert-monitoring system that provides information daily regarding charges against those on the approved volunteer list. Carolina Information, Inc./US Info Group, Inc. is a local North Carolina company based in Wake Forest, North Carolina.

FINANCIAL IMPACT: The annual cost of this service agreement is budgeted at \$35,000.00. Billing is received and paid monthly.

RECOMMENDATION: The Superintendent recommends the Board of Education approve the Service Agreement with Carolina Information, Inc./US Info Group, Inc.



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SERVICE AGREEMENT

THIS AGREEMENT is between CAROLINA INFORMATION, INC./ USINFOGROUP, INC., hereafter known as Carolina Information, Inc./ USInfoGroup, a North Carolina corporation with its principal place of business located at 1890 South Main Street Suite 102, Wake Forest, North Carolina 27587, PO Box 127, Wake Forest, NC 27588 and Orange County Schools ("Customer") with its principle place of business located at 200 E. King St. Hillsborough, NC. This Agreement is entered into on the ___ day of ____, 2014 and shall remain in effect until June 30, 2015. This agreement may be terminated by either party for nonperformance or may be terminated by a 30-day written notice by either party to the other at the address indicated herein. The parties agree that all obligations under this agreement shall terminate if funds for continuation are not appropriated.

Services Rendered by CAROLINA INFORMATION, INC./ USINFOGROUP

Upon request and relying upon Customer's representations that it has a legitimate purpose for information, CAROLINA INFORMATION, INC./ USINFOGROUP will provide consumer reports to the customer. CAROLINA INFORMATION, INC./ USINFOGROUP will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C §1681 et seq. ("FCRA") and no other purpose.

Periodically CAROLINA INFORMATION, INC./ USINFOGROUP may provide to Customer copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which CAROLINA INFORMATION, INC./ USINFOGROUP finds helpful in meeting its obligations under the FCRA and other applicable laws on its website for downloading by Customer. However, it is the responsibility of the Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protections Act, 18 U.S.C. §2721 et seq. ("DPPA") and other applicable federal, state, and local laws regulating the release and use of such consumer reports.

2. Customer responsibilities when ordering report

Customer represents that it is an existing business with the legitimate need for consumer reports offered by CAROLINA INFORMATION, INC./ USINFOGROUP. Customer specifically represents that reports will only be obtained for its own use and it is the end-user of the reports. Customer will request reports for one of the following purposes: insurance underwriting, employment purposes, granting credit, collection of an account, or in connection with a business transaction initiated by the individual who is the subject of the report.

The Customer represents that after taking adverse action based in whole or in part upon information contained in a report furnished by CAROLINA INFORMATION, INC./ USINFOGROUP, the customer shall:



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- (i) Provide notice of such action to the individual
- (ii) Provide the name, address and telephone number of CAROLINA INFORMATION, INC./ USINFOGROUP; and
- (iii) Inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through CAROLINA INFORMATION, INC./ USINFOGROUP and that CAROLINA INFORMATION, INC./ USINFOGROUP is unable to provide the individual the specific reason why the adverse action was taken by you.

2.3 The Customer represent that, in addition to complying with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

3. Customer representations and responsibilities when ordering a report for employment purposes

3.1 Customer represents that prior to requesting a report for employment purposes, Customer will:

- (i) Disclose to the individual who is the subject of the report that a consumer report may be obtained;
- (ii) Obtain, except as otherwise permitted by law, the written consent of the individual allowing the obtaining of the consumer report;
- (iii) Provide to the individual a summary of the individual's rights under the FCRA; and
- (iv) Not utilize the information in violation of any federal or state equal employment opportunity law or regulation

3.2 Customer represents that prior to taking adverse employment action against the individual who is the subject of the report, which such action will be based in whole or in part upon the information contained in the report furnished by CAROLINA INFORMATION, INC./ USINFOGROUP, the Customer will provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA. If adverse action is taken, Customer will also follow ¶2.2 of this agreement.

4. Compliance with Applicable Law

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination



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of service, civil and criminal liability. CAROLINA INFORMATION, INC./ USINFOGROUP does not undertake any obligation to advise Customer of its legal obligations.

- 4.2 Customer agrees to promptly execute and return to CAROLINA INFORMATION, INC./ USINFOGROUP all documentation required, now or in the future, by any government agency or CAROLINA INFORMATION, INC./ USINFOGROUP to permit release of information or to ensure compliance with applicable laws or regulations including CAROLINA INFORMATION, INC./ USINFOGROUP'S routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

5. Charges for Services

- 5.1 CAROLINA INFORMATION, INC./ USINFOGROUP will charge a fee for each request made by Customer, in accordance with CAROLINA INFORMATION, INC./ USINFOGROUP'S fees schedule. CAROLINA INFORMATION, INC./ USINFOGROUP reserves the right to change the fees charged upon thirty (30) days notice to customer. Applicable sales or other taxes will be added to all fees.
- 5.2 CAROLINA INFORMATION, INC./ USINFOGROUP will bill by the 5th working day of the month for any charges not prepaid. Payment on all invoices will be due net fifteen (15) days after billing. CAROLINA INFORMATION, INC./ USINFOGROUP will add and collect a SERVICE CHARGE of 1.5% per month (or the maximum permitted by applicable law, if lower) on uncollected amounts due.

6. Confidentiality of Information

- 6.1 Information provided by CAROLINA INFORMATION, INC./ USINFOGROUP to its Customers is considered confidential by law. Upon its receipt, Customer shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those who need such information to perform their responsibilities shall have access to the same. Customer shall supply CAROLINA INFORMATION, INC./ USINFOGROUP the name and phone number of the contact person or persons with whom CAROLINA INFORMATION, INC./ USINFOGROUP may discuss the contents of reports furnished to Customer or to verify information furnished by Customer.



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7. Responsibility for Information

- 7.1 Customer acknowledges that CAROLINA INFORMATION, INC./ USINFOGROUP relies totally on the information contained in the records of various governmental agencies for its reports. CAROLINA INFORMATION, INC./ USINFOGROUP is not responsible for inaccurate or false information. Customer agrees to assert no claim and waives liability against CAROLINA INFORMATION, INC./ USINFOGROUP for any inaccurate or false information included in any report unless CAROLINA INFORMATION, INC./ USINFOGROUP has actual knowledge of the error and failed to correct it.
- 7.2 Customer will pay for all liabilities and expenses incurred by CAROLINA INFORMATION, INC./ USINFOGROUP as a result of Customer's breach of this Agreement or Customer's failure to comply with the FCRA or other applicable laws. Further, Customer agrees to hold CAROLINA INFORMATION, INC./ USINFOGROUP harmless and will indemnify CAROLINA INFORMATION, INC./ USINFOGROUP from all claims and losses resulting from Customer's breach of this Agreement or violation of any applicable law. CAROLINA INFORMATION, INC./ USINFOGROUP agrees to hold Customer harmless for all claims and losses arising from CAROLINA INFORMATION, INC./ USINFOGROUP'S violation of any applicable law.

8. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer-reporting agency for an impermissible purpose, i.e. reason other than listed in paragraph 1.1 above. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or re-disclosure of personal information contained in state motor vehicle records. A violation of the DPPA also may result in criminal penalties. 18 U.S.C § 2733(a). If a Customer or one of its employees misrepresents to CAROLINA INFORMATION, INC./ USINFOGROUP the reason for a report or requests a report for an impermissible purpose, CAROLINA INFORMATION, INC./ USINFOGROUP may terminate service without notice in addition to other remedies available to CAROLINA INFORMATION, INC./ USINFOGROUP.

9. Termination of Agreement



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- 9.1 Customer may terminate this Agreement by a 30-day written notice to CAROLINA INFORMATION, INC./ USINFOGROUP. Customer will remain liable for all charges made to its account prior to termination and will promptly pay all sums due.
- 9.2 CAROLINA INFORMATION, INC./ USINFOGROUP may immediately terminate this Agreement upon the occurrence of the following events:
- (i) Default in payment of charges for CAROLINA INFORMATION, INC./ USINFOGROUP services;
 - (ii) Misuse of information contained in a CAROLINA INFORMATION, INC./ USINFOGROUP report;
 - (iii) Improper requests for information;
 - (iv) Failure of consumer to comply with or assist CAROLINA INFORMATION, INC./ USINFOGROUP in complying with the FCRA or any other applicable law;
 - (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Customer.
 - (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.
- 9.3 Otherwise, CAROLINA INFORMATION, INC./ USINFOGROUP may terminate this Agreement by thirty (30) days written notice by CAROLINA INFORMATION, INC./ USINFOGROUP to Customer.

10. Ownership of Computer Programs

This Agreement does not include the sale or license of any computer program used in CAROLINA INFORMATION, INC./ USINFOGROUP'S providing services under this Agreement. Further, it is understood that such programs are not to be sold, transferred, assigned, given, or downloaded to any other person or entity.

11. Change in Customer's Business

Customer shall immediately notify CAROLINA INFORMATION, INC./ USINFOGROUP of any of the following events: change in ownership of the Customer (over 50%); a merger, change in name or change in the nature of Customer's business that in any way affects the Customer's right to request and receive consumer reports.

12. Miscellaneous Provisions



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- 12.1 This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing Signed by both parties; however, subsequent representations by Customer to show compliance with existing or future laws are effective when Signed by Customer with addition in Agreement and are to be construed to be part of this Agreement.
- 12.2 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.
- 12.3 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and CAROLINA INFORMATION, INC./ USINFOGROUP and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.
- 12.4 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of North Carolina by CAROLINA INFORMATION, INC./ USINFOGROUP. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

Carolina Information, Inc / USInfoGroup

Orange County Schools

Corp. Officer Signature

Corp. Officer Signature

Printed Name

Printed Name

Title

Title

Date

Date



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ORANGE COUNTY SCHOOLS
Effective 07/01/2014

<i>Search Type</i>	<i>CRC Price</i>	<i>CRC Timing</i>	<i>MVR Price</i>
Alaska	\$15.00	24-48 hrs	\$18.00
Alabama	\$20.00	24-48 hrs	\$14.00
Arkansas	\$32.00	24-48 hrs	\$18.00
Arizona	\$15.00	24-48 hrs	\$15.00
California (County Only)	\$22.00	48-72 hrs	\$25.00
Colorado	\$18.00	24-48 hrs	\$12.00
Connecticut	\$15.00	24-48 hrs	\$30.00
District of Columbia	\$21.00	24-48 hrs	\$20.00
Delaware	\$29.00	72-96 hrs	\$22.00
Florida	\$35.00	24-48 hrs	\$19.00
Georgia	\$19.00	24-48 hrs	\$15.00
Hawaii	\$23.00	24-48 hrs	\$32.00
Iowa	\$15.00	24-48 hrs	\$17.00
Idaho	\$15.00	48-72 hrs	\$16.00
Illinois	\$25.00	48-72 hrs	\$23.00
Indiana	\$15.00	24-48 hrs	\$15.00
Kansas	\$31.00	24-48 hrs	\$14.00
Kentucky	\$32.00	24-48 hrs	\$15.00
Louisiana (County Only)	\$26.00	48-72 hrs	\$18.00
Massachusetts	\$36.00	24-48 hrs	\$30.00
Maryland	\$15.00	24-48 hrs	\$20.00
Maine	\$46.00	48-72 hrs	\$15.00
Michigan	\$20.00	24-48 hrs	\$14.00
Minnesota	\$15.00	24-48 hrs	\$12.00
Missouri	\$15.00	24-48 hrs	\$12.00
Mississippi	\$15.00	24-48 hrs	\$18.00
Montana	\$22.00	24-48 hrs	\$14.00
North Carolina Current Name Search	\$5.75	12-24 hrs	\$15.00
North Carolina Maiden Name Search	\$1.50	12-24 hrs	
North Dakota	\$15.00	24-48 hrs	\$12.00
Nebraska	\$15.00	24-48 hrs	\$12.00
New Hampshire	\$45.00	72-96 hrs	\$28.00
New Jersey	\$15.00	48-72 hrs	\$19.00
New Mexico	\$15.00	24-48 hrs	\$14.00
Nevada	\$15.00	24-48 hrs	\$14.00



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<i>Search Type</i>	<i>CRC Price</i>	<i>CRC Timing</i>	<i>MVR Price</i>
New York	\$81.00	24-48 hrs	\$15.00
Ohio	\$15.00	24-48 hrs	\$12.00
Oklahoma	\$15.00	24-48 hrs	\$23.00
Oregon	\$20.00	24-48 hrs	\$13.00
Pennsylvania	\$30.00	24-48 hrs	\$20.00
Rhode Island	\$15.00	24-48 hrs	\$34.00
South Carolina	\$35.00	24-48 hrs	\$15.00
South Dakota	\$49.00	24-48 hrs	\$12.00
Tennessee	\$39.00	24-48 hrs	\$15.00
Texas	\$15.00	24-48 hrs	\$14.00
Utah	\$15.00	24-48 hrs	\$16.00
Virginia	\$15.00	24-48 hrs	\$15.00
Vermont	\$46.00	24-48 hrs	\$26.00
Washington	\$20.00	24-48 hrs	\$19.00
Wisconsin	\$15.00	24-48 hrs	\$13.00
West Virginia (County Only)	\$23.00	48-72 hrs	\$16.00
Wyoming (County Only)	\$49.00	72-96 hrs	\$12.00
Alert-Monitoring	\$.10 person/month	\$250 monthly max	
Terrorist List Verification	\$10.00		
SSN Validation Detail	\$5.00		
Credit Report (Employment)	\$15.00		
Federal Criminal Court Search	\$10.00		
Nationwide Limited Criminal Overview	\$3.50		
Education Verification	\$10.00	(Plus Addition Cost)	
Employment Verification	\$10.00	(Plus Addition Cost)	

****ALL OUT OF STATE PRICING IS ON A PER NAME BASIS****