

Assessor's Parcel Number: N/A

Date: MAY 5, 2015

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

PARTICIPATION AGREEMENT #2015.094

(Title of Document)

PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICE PROGRAM

FILED

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DOUGLAS COUNTY

CLERK

BY [Signature] DEPUTY

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of November 15, 2013 through October 31, 2017 by and between the Nevada Division of Welfare and Supportive Services (DWSS), TALX Corporation (TALX) and Douglas County District Attorney's Office.

RECITALS

WHEREAS, DWSS wishes to continue assisting Nevada counties which are participants of the Child Support Enforcement Program (CSEP) by providing child support services to the citizens of the State of Nevada.

WHEREAS, DWSS, TALX, and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, DWSS, TALX, and the Participant agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented.

DWSS - the entity responsible for all of the administrative activities and expenses associated with the Contract.

Participant(s) – Nevada Douglas County District Attorney Office which provides CSEP services under interlocal contract dated April 3, 2012.

Agreement Term - the period commencing upon approval and ending on June 30, 2017.

Contract - effective upon November 15, 2013 between TALX Corporation and DWSS for employment verification information services in which the DWSS will be providing administrative support. The "Contractor's Additional Terms and Conditions Applicable to the Services" is attached hereto and incorporated herein by referenced as Exhibit A.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE CONTRACTOR'S ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES

A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the "Contractor's Additional Terms and Conditions Applicable to the Services" attached hereto as Exhibit A which represents the agreement between TALX and DWSS. Participant understands that DWSS' access and therefore Participant's access to TALX employment verification information is based on the terms and conditions agreed to in Exhibit A. Participant's access to the TALX information is contingent upon their continued involvement under an interlocal agreement in the CSEP. Participant shall be responsible for and shall indemnify DWSS against all harm, loss or damage caused by Participant's breach of the Contractor's Additional Terms and Conditions Applicable to the Services provided under the Contract between TALX Corporation and DWSS.

2. Participant may, from time to time be requested by DWSS, to monitor its employment verification service usage by confirming usage against the estimate provided.

3. If Participant has not been able to complete the signature process for the Participation Agreement by January 30, 2014, Participant agrees to notify DWSS by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at DWSS nor notice been provided of the Participant's intention to utilize the services by January 30, 2014, DWSS will inactivate users associated with the Participant until notice is received.

4. Participant agrees to maintain the list of users with access to TALX under the current web based system. Any deletions should be provided within one week of intention to delete the user to DWSS.

B. DWSS

1. DWSS agrees to be bound by the terms and conditions of the Contract.

2. DWSS agrees to notify Participant within 30 days if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement.

3. DWSS agrees to give Participant written notice no later than June 30 each year if it determines that it will not continue the current agreement or enter into a new agreement either TALX Corporation for services for periods after October 31, 2017.

4. DWSS will notify Participant within 5 business days if either TALX or DWSS exercise its right to terminate the Contract.

C. TALX

1. TALX agrees that the Participant County District Attorney's office may utilize TALX services under the terms of the TALX's contract with DWSS upon the participant's execution of this Participation Agreement and compliance with all of participant's obligations hereunder.

SECTION 3. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Nevada.

COUNTY CONTACT INFORMATION (Please complete and return with this Participation Agreement by January 30, 2014 or notify DWSS that the agreement is in process by this date.)

County Contact Name: Gina Reiboldt, Child Support Coordinator

Direct Phone Number: 775-782-9881 x3

E-mail: greiboldt@douglas.nv.gov

Exhibit A

Contractor's Additional Terms and Conditions Applicable to the Services

1. **CONTRACTOR OBLIGATIONS.** The Service will provide Participant with automated access to certain employment and/or income data ("Data") furnished to Contractor by employers.

2. **PARTICIPANT OBLIGATIONS.**

- a. Participant shall comply with the terms set forth in this Exhibit A which includes Attachment 1 and 2.
- b. Participant certifies that it will order Data from the Service only when Participant intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all Participant law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the 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, or (3) when Participant otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Participant agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Federal Trade Commission (the "FTC")'s Notice Form attached as Attachment 1.

- c. Participant certifies that it will comply with applicable provisions under Vermont law. In particular, Participant certifies that it will order Data relating to Vermont residents only after Participant has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participant further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 2 was received from Contractor.
- d. Participant may use the Data provided through the Service only as described in this Contract. Participant may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Contract, and will hold all Data obtained from the Service under this Contract in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participant first obtains Contractor's written consent; provided, however, that Participant may discuss Consumer Data with the Data subject when Participant has taken adverse action against the subject based on the Data. Participant will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any Participant where this contractual prohibition would be invalid. Participant will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by Participant. Participant will not interpret the failure of Contractor to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Participant may access, use and store the Data only at or from locations within the territorial boundaries of the United Participants, Canada, and the United Participants territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participant may not access, use or store the Data or Contractor Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participant first obtaining Contractor's written permission.
- g. Participant represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and iii) is requesting the Data in compliance with all laws.
- h. Participant acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
- i. Participant represents and warrants it has written authorization from the Consumer to verify income. Participant need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event

Participant is using the Service to collect on defaulted child support obligations, Participant is not required to obtain such authorization.

- j. Participant may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining Contractor's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Contract with Contractor.
- k. In order to ensure compliance with this Contract, applicable law and Contractor policies, Contractor may request, and unless legally prohibited Participant will provide copies of Consumer's authorization to verify income with respect to Participant's requests to access the Data. Participant shall cooperate fully with Contractor's investigation of allegations of abuse or misuse of the Services or the Data. Participant shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Participant may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address
Gina Reiboldt, Child Support Coordinator	greiboldt@douglas.nv.gov

l. Additional representations and warranties as may be set forth in each Schedule A.

3. PARTICIPANT'S USE OF SERVICE.

Data on the Service may be accessed by Participant to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.

4. DATA SECURITY. This Section 4 applies to any means through which Participant orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 4, the term "Authorized User" means a Participant or County employee that Participant has authorized to order or access the Service and who is trained on Participant's obligations under this Contract with respect to the ordering and use of the Service, and the Data provided through same, including Participant's FCRA and other obligations with respect to the access and use of Data.

a. Participant will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users can order or have access to the Service,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Contract,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
4. ensure that all devices used by Participant to order or access the Service are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of Participant security codes, user names, User IDs, and any passwords Participant may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.
6. change Participant's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participant suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

7. adhere to all security features in the software and hardware Participant uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from Contractor must be employed,
11. if Participant sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by Contractor: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
12. not ship hardware or software between Participant's locations or to third parties without deleting all Contractor Participant number(s), security codes, User IDs, passwords, Participant user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section 4, and immediately notify Contractor if Participant suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of Contractor invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Contract, Participant uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participant's user names, security access codes, or passwords, and Participant will ensure the Service Provider safeguards Participant's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participant under this Section 4,
15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from Contractor. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participant's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
19. provide immediate notification to Contractor of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative, and

20. In the event Participant has a security incident involving Contractor Confidential Information, Participant will fully cooperate with Contractor in a security assessment process and promptly remediate any finding.

If Contractor reasonably believes that Participant has violated this Section 4, Contractor may, in addition to any other remedy authorized by this Contract, with reasonable advance written notice to Participant (which shall include Contractor's reason for such audit) and at Contractor's sole expense, subject to Participant's policies over its facilities, systems and records, conduct, or have a third party conduct on its behalf, an audit of Participant's security practices and procedures, including an on-site inspection, to evaluate Participant's compliance with the data security requirements of this Section 4. For the avoidance of doubt, Participant shall provide Contractor with relevant support documentation but will not provide access to its systems or networks for auditing purposes.

Attachment 1

All users (“user” or “Consumer”) subject to the Federal Trade Commission’s jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission’s Web site, www.ftc.gov/credit. Persons not subject to the Commission’s jurisdiction should consult with their regulators to find any relevant regulations.

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

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

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. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

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 to be jointly prescribed by the Federal

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

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken. An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency.

Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

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

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(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 to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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

- Section 602 15 U.S.C. 1681
- Section 603 15 U.S.C. 1681a
- Section 604 15 U.S.C. 1681b
- Section 605 15 U.S.C. 1681c
- Section 605A 15 U.S.C. 1681cA
- Section 605B 15 U.S.C. 1681cB
- Section 606 15 U.S.C. 1681d

Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 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



Attachment 2

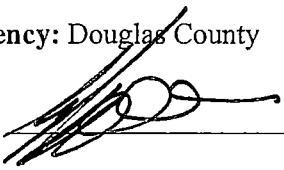
VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, Douglas County District Attorney's Office ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation ("TALX") 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 Agency's continued use of TALX services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from TALX.

1. Agency: Douglas County

Signed By: _____



Printed Name and Title: Greg Lynn, Chairman Douglas County Board of Commissioner

Account Number:

Date: December 19, 2013

2. Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Gina Reiboldt,
Title: Child Support Coordinator
Mailing Address: PO Box 218
Minden, Nevada 89423
E-Mail Address: greiboldt@douglas.nv.gov
Phone: 775-782-9881 x3
Fax: 775-782-9880

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 Federal Trade Commission.

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.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

5th day of May, 2015

By [Signature] Deputy