

EMPLOYMENT VERIFICATION SERVICES SCHEDULE

This Schedule for Employment Verification Services (the "Schedule") is entered into by and between **Tax Credit Co., LLC** ("**Experian Employer Services**" or "**EES**") on behalf of itself and its subsidiary Frontline eSolutions LLC d/b/a uConfirm ("**uConfirm**") each an Experian company, and **Mount Diablo Unified School District** ("**Client**") as of the Schedule Effective Date below and hereby supplements the Experian Employer Services Standard Terms and Conditions dated ("**Agreement**"), currently in place between Client and EES. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

1. **Services.** For the purposes of this Schedule, the term "Services" shall mean EES's provision of services to Client which includes management and response to requests for verification of employment and income received related to current and former employees of Client ("**Verifications**") from third party verifiers ("**Commercial Verifiers**") as described in this Schedule. Client will refer all third-party verifiers to EES. The Services will be provided by uConfirm, a subsidiary of EES, as the consumer reporting agency of the Services and the Services may be delivered through EES.

2. **Term.** This Schedule shall be effective for 3 years from the Schedule Effective Date unless terminated earlier in accordance with the Agreement (the "**Initial Term**"). Thereafter, this Schedule shall automatically renew for subsequent twelve (12) month periods unless either party provides the other party with a minimum of thirty (30) days prior written notice of non-renewal prior to the end of the then current term (each a "**Renewal Term**"). The Initial Term and each Renewal Term may collectively be referred to as the "**Schedule Term**."

3. **Employee Portal Access.** All active employees of Client possessing an active Client email address may generate their own verifications at any time through EES's employee portal. Other current and former employees may contact the Verifications support team to obtain verification information.

4. **Social Services Requests.** Social services agencies who are unable to pay for Verifications, or current and former Client employees, shall not pay fees for the Services.

5. **Commercial Verifications.** Verifications requested by Commercial Verifiers, such as lenders, landlords, pre-employment screening firms, etc. shall pay rates set by EES, which may be modified from time to time by EES.

6. **Employee Pass-Through Fee Reimbursement.** Should any Client employee be charged by a verifier on a pass-through basis for EES's service, the employee shall be entitled to a prompt reimbursement by EES through EES's support department. Client employees may submit a reimbursement request at any time within six (6) months of the verification request.

7. **Fees.** Unless set forth in a Fee Addendum referencing this Schedule, EES shall provide the Services at no additional charge to Client.

8. **Exclusive Provider.** EES will be the exclusive provider of Services for the Schedule Term. During the Schedule Term, Client will ensure that all Verification requests are directed to EES. Client will terminate any pre-existing providers of verification services following implementation of the Services, so that any pre-existing provider ceases to fulfill any third-party verification requests related to Client's current and former employees.

9. **FCRA Compliance.** The parties agree that for purposes of this Schedule, Client is a furnisher, as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (FCRA), having obligations and responsibilities under the FCRA. The parties acknowledge that the information furnished by Client will be used for consumer reporting purposes pursuant to the FCRA. EES may, on behalf of uConfirm, incorporate at EES's expense, the data furnished by Client into uConfirm's credit reporting system. Client acknowledges receipt of the Notice to Furnishers of Information: Obligations of Furnishers under the FCRA, attached as Appendix A. Furthermore, as a furnisher of information to EES, Client certifies that it has established and implemented written policies and procedures regarding the accuracy and integrity of information furnished by Client pursuant to Appendix A to Furnisher Rule Title 16, Part 660 – Duties of Furnishers of Information to Consumer Reporting Agencies.

10. **Consumer Disputes.** Pursuant to its obligations under the FCRA, should uConfirm, or EES on behalf of uConfirm ("**Notifying Entity**"), notify Client that a consumer has disputed the completeness or accuracy of information provided by Client, Client will (i) conduct an investigation and review all relevant information provided by Notifying Entity, including information provided to Notifying Entity by the consumer; (ii) report the results of the investigation to Notifying Entity and, if the investigation establishes that the information was incomplete or inaccurate report the results to Notifying Entity; (iii) complete the investigation required within 30 days from the date Notifying Entity receives the dispute from the consumer; and (iv) promptly modify or delete the information, or block its reporting.

11. **Data Quality and Provision.** uConfirm's ability to provide accurate data to third party verifiers is dependent upon the accuracy and completeness of the data provided by Client. Therefore, Client represents and warrants that it shall provide current, complete and accurate data as necessary for uConfirm, or EES on behalf of uConfirm to provide the Services. Client shall use commercially reasonable efforts to provide the data in a reasonable format as determined by uConfirm, or EES on behalf of uConfirm and correct any corrupted data files provided within 24 hours after Client is notified of such defects. Client shall notify EES in writing of any problems in providing requested data in a timely manner. Both parties shall cooperate to identify and resolve errors pertaining to data as soon as possible. Client authorizes uConfirm, or EES on behalf of uConfirm to transmit the data provided by Client, as is, to any third-party verifier requesting such data in a standard EES online format. Except as provided in this section, neither uConfirm nor EES shall have responsibility to, nor shall either, review, change, modify, amend, verify or alter the data received from Client before transmitting it to the third-party verifier. uConfirm, or EES on behalf of uConfirm will only use the employment and income information for its purposes in compliance with applicable laws.

12. **Schedule Updates.** EES reserves the right to revise, amend or supplement the terms or conditions or pricing under this Schedule and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

This Schedule, together with the applicable and incorporated document(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

EES: Choose an entity	
By: _____	Signature (Duly Authorized Representative Only)
Name: _____	Print
Title: _____	
Schedule Effective Date: _____	

_____	Print or Type Legal Name of Client
By: _____	Signature (Duly Authorized Representative Only)
Name: _____	Print
Title: _____	

APPENDIX A

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

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the

FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties:

ACCURACY GUIDELINES

The banking and credit union regulators and the CFPB will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the CFPB will be available at consumerfinance.gov/learnmore when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the CFPB will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them

and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” The CFPB regulations will be available at consumerfinance.gov. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The Consumer Financial Protection Bureau website, consumerfinance.gov/learnmore, has more information about the FCRA.

CITATIONS FOR FCRA SECTIONS IN THE U.S. CODE, 15 U.S.C. § 1681 ET SEQ.:

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