Date Sent: 04/15/2026

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0790

Contract #: 20250463

Start date: 1/1/2026

End date: 12/31/2026

Amount: $ 35,000.00

Contingency Amount: $ 0.00

Department: Village Manager

Total Contract Amount: $ 35,000.00

Contract Type: Goods Only

Contractors Name: Mitratech Holdings Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: **Attached** ☐ **Self-Certifying** ☐ **Did not disclose** ☑

Contract Description: Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service

Service Agreement

AssureHire, Inc., a subsidiary of Mitratech Holdings, Inc. ("AssureHire" or "Mitratech") and the customer named below ("Customer") agree that AssureHire shall make available to Customer employment screening and/or background checking services ("Services") subject to this Service Agreement ("Agreement"). This Agreement may be executed by electronic signature, may be delivered by facsimile in two or more counterparts, and shall be deemed effective upon AssureHire's activation of Customer's account. In consideration for the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

General Company Information

Company Name (and DBA)	Village of Orland Park, IL
Company Type	State Government
Corporate Address (street, city, zip)	14700 S. Ravinia Avenue, Orland Park, 60462
State	IL
Years in Business	Since 1892
Corporate Phone	708-403-6161
Federal Tax ID	36-6006035

CUSTOMER		**MITRATECH**	
Signature	E-SIGNED by George Koczwara on 2025-10-31 15:37:45 GMT	Signature	E-SIGNED by Jarrett Dziuk on 2025-10-30 18:43:44 GMT
Name	George Koczwara	Name	Jarrett Dziuk
Title	Village Manager	Title	General Counsel
Date	October 31, 2025	Date	October 30, 2025

1. Services

1.1. During the Term, AssureHire shall be the exclusive supplier of the Services, which includes without limitation, making available to Customer certain public and non-public information and database access (herein collectively referred to as a "Consumer Report") in accordance with requests for such information at prices set forth on Attachment A. If the Consumer Report requested by Customer is a credit report, then Customer shall be subject to and shall comply with the additional requirements as set forth on an Addendum to this Agreement.

1.2. AssureHire represents that it is experienced and well qualified and a specialist in the provision and security of Consumer Reports. AssureHire will use commercially reasonable efforts to make available Consumer Reports requested by Customer.

2. Invoicing and Payment

2.1. Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made.. Outstanding fees may result in loss of access in accordance with Section 8.3.

2.2. AssureHire reserves the right to revise its pricing for Services upon thirty (30) days written notice. Notwithstanding the foregoing, in the event state or local government fees payable by AssureHire in connection with the provision of Services increase during the Term, AssureHire may pass along such price increases to Customer upon notice. In the event of any such price increase, Customer shall have the opportunity to terminate the services before any such price increase takes effect.

2.3. Customer will pay any applicable taxes relating to this Agreement, other than taxes based on AssureHire income and franchise-related taxes.

3. Restrictions on Use

3.1. Customer will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the permissible purpose(s) stated by Customer and in accordance with the End User Certification signed by the Customer. Customer will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

3.2. Customer will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. Confidentiality

4.1. Customer shall not disclose any background screening reports provided by AssureHire hereunder except as permitted by this Agreement or required by law, provided that Customer is not prohibited from disclosing such report to the subject of such report; except that the parties acknowledge that customer is a unit of local government subject to the IL Freedom of Information Act and will comply with the applicable obligations under the same.

4.2. AssureHire will disclose to Customer the discovery that personal information owned by the subject of a report was, or is reasonably believed to have been, acquired by an unauthorized person ("Data Breach"), in accordance with applicable law to disclose the Data Breach to the subject of the report.

4.3. Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential, or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential, in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (I) is or becomes a part of the public domain through no act or omission of Recipient; (II) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (III) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (IV) is independently developed by Recipient without use of or reference to the confidential information. Customer shall not disclose the negotiated pricing or terms of this Agreement to any third party, except as required by law, parties acknowledge that contract is subject to public authorization and approval as per the open meetings act.

5. Disclaimers

5.1. Customer acknowledges that the depth of information collected by AssureHire varies among sources and AssureHire cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Customer shall be responsible for determining that its use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to FCRA and FACTA.

5.2. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (A) ASSUREHIRE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) ASSUREHIRE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

5.3. AssureHire does not, and cannot, provide legal advice to Customer or guarantee Customer's compliance with laws in use of the Service. Customer understands that any documents, information, conversations or communication with AssureHire's representatives regarding reports, verifications or other services offered by AssureHire are not to be considered a legal opinion regarding such use. Customer agrees to consult with its own legal counsel (1) about the use of an Adjudication Criteria and background screening information, including but not limited to, the legality of using or relying on reported information, and (2) to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all Laws. Customer agrees that the provision of such notices, pre-adverse or adverse action letters and the contents thereof is Customer's sole responsibility.

6. Indemnification

6.1. Customer shall defend, indemnify, and hold harmless AssureHire and each of its employees, officers, shareholders, members, managers, successors, assigns, and agents from and against any and all claims, judgments, damages, losses, liabilities, suits, investigations, costs and expenses (including reasonable attorney's fees) that arise out of or are in any manner related to Customer's improper or negligent use of the Services provided by AssureHire hereunder, or any breach by Customer of any representations in this Agreement.

7. Limitation of Liability

7.1. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT

THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED $50,000.00 OR THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.

7.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in section 7.1 and Section 7.2 above shall not apply with respect to breach of Section 3 or 4.

8. Term and Termination

8.1. The Term of this Agreement shall be outlined on the Order Form, and will not auto renew past authorization. Contract termination date is December 31, 2026. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement for cause, in accordance with Section 8.2 or as otherwise expressly provided in the Agreement.

8.2. Either Party may immediately suspend Services, in whole or in part, under this Agreement (i) if Customer files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (i) if AssureHire reasonably believes that its provision, or Customer's use of the Services shall violate the FCRA or other applicable law. In the event of a material breach of this Agreement by Customer or AssureHire, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.

8.3. AssureHire may immediately suspend the Services upon Customer's failure to pay amounts when due.

8.4. The provisions set forth in Sections 4, 5, 6, 7, 8.2, 9 and 10 will survive the termination of this Agreement.

8.5. If applicable, AssureHire shall make available to Customer the limited terms listed on Attachment B (Pilot Addendum) hereto as the terms and services set forth on such Attachment.

9. Choice of Law; Disputes

9.1. This Agreement is governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in a state or federal court located in Cook County, Illinois.

10. Miscellaneous

10.1. This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application), constitutes the entire agreement between AssureHire and Customer regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained In this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions Included on any form of Customer purchase order apply to the relationship between AssureHire and Customer hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged herewith.

10.2. This Agreement binds and inures the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party unless in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of the party's assets (so long as the assignment is to the acquirer of such assets).

End User Certification

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"), Village of Orland Park, IL ("End User") hereby certifies to AssureHire, Inc. (AssureHire) that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from AssureHire shall be made, and the resulting reports shall be used for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:
   a. Section 604(a)(2). As instructed by the consumer in writing.
   b. Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment, or retention as an employee, where the consumer has given prior written permission.
2. End User, unless End User elects to utilize AssureHire's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment purposes as required by law:
   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment purposes, and such disclosure satisfies all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and
   b. The consumer has authorized in writing the procurement of the report by the End User.
   c. Further, End User, unless End User elects to utilize AssureHire's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of an investigative consumer report for employment purposes as required by law:
      i. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment purposes; and
      ii. Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("A Summary of Your Rights Under the Fair Credit Reporting Act"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
3. Additionally, to the extent End User elects to customize an Adjudication Criteria and or Adverse Action Notices, and to the extent permitted by Law, End User authorizes AssureHire to adjudicate Background Checks on End User's behalf, based on such Adjudication Criteria, and if applicable, send pre-adverse action and adverse action notices on End User's behalf; provided that, End User acknowledge and agree that End User is solely responsible

for Adjudication Criteria and AssureHire shall not be liable for any decisions taken based on End User's Adjudication Criteria.

   a. You certify that, as of the time End User enters into this Agreement, End User has reviewed End User's Adjudication Criteria to ensure that it complies with applicable Law, and that End User will regularly update such criteria in order to ensure End User's ongoing and continued compliance with applicable Law.

   b. With each order for a Background Check Report, End User reaffirms the statements in 3(a) above.

4. Additionally, to the extent End User is requesting AssureHire to provide Massachusetts iCORI information, End User also affirms that: (i) End User notified the consumer in writing of, and received permission via a separate authorization for AssureHire to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and (iv) End User will provide AssureHire with a statement of the annual salary of the position for which the subject is screened.

5. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer, End User also affirms that: (i) it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and (ii) it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely: (A) that an investigative Information Products may be obtained; (B) the permissible purpose of the investigative Information Products; (C) the End User's name, mailing address, website address, and toll-free telephone number; (D) that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living; (E) the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22; (F) the consumer's right to inspect AssureHire's files about the subject by providing proper identification and AssureHire will provide the subject with trained personnel and explanation of any codes to help understand those files; and (G) a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

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

   b. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.

6. In using a report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize AssureHire on behalf of the End User to provide to the consumer to whom the report relates:

   a. A copy of the report; and

b. A copy of the A Summary of Your Rights Under the Fair Credit Reporting Act and any applicable state summary of rights; and

c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide AssureHire's name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform AssureHire if any requested report is not to be used for employment purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from AssureHire in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products. End User further agrees that each consumer report will only be used for a one-time use.

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, and utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from AssureHire for a period of five years from the date the report was received, and will make such reports available to AssureHire upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide AssureHire with copies of consent forms or related documents in order to provide AssureHire with information necessary to provide its services, AssureHire is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize AssureHire's Electronic Signature product, AssureHire will maintain electronic copies of consent forms. To the extent permitted by law, End User agrees to indemnify and hold harmless AssureHire, its predecessors, successors and assigns, and their current and former officers, directors, employees, agents and independent contractors, both individually and in their official capacities from any liability and reasonable attorneys' fees incurred to the extent due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End user will not resell this data or use it for marketing purposes. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm–Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.

End User hereby acknowledges receipt of the A Summary of Your Rights Under the Fair Credit Reporting Act and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Authorized Signature		Date	
Name	George Koczwara		
Title	Village Manager		
Company/End User	Village of Orland Park, IL		

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

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under 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; o 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 form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1–888–5–OPTOUT (1–888–567–8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

  CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

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

  As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

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

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

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

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

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	**Farm Credit Administration** 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	**Federal Trade Commission Consumer Response Center** 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

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

Remedying the Effects of Identity Theft

You are receiving this information because you have been notified a consumer reporting company that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or to get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting companies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as the agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

    - **Equifax:** 1-800-525-6285; www.equifax.com
    - **Experian:** 1-888-397-3742; www.experian.com
    - **TransUnion:** 1-800-680-7289; www.transunion.com

    An **initial fraud** alert stays in your file for at least 90 days. An **extended alert** stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an **extended alert**, you will also have to provide an **identity theft** report. An **identity theft** report includes a copy of a report you have files with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the **identity theft report**, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your "file disclosure").** An **initial fraud** alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an **extended alert** entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also

have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief - like the name of the credit and the amount of the debt.

5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identity the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your **identity theft report**. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an **identity theft report**.

   To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

   In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

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

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 Bureau of Consumer Financial Protection's 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 Bureau'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, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be 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. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore.

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 Consumer Financial Protection Bureau.

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 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 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 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA 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 Consumer Financial Protection Bureau 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 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 identify 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 Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 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	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

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, www.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 www.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 www.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 www.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, www.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	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

ORDER FORM

This Order Form incorporates by reference and is governed by the terms and conditions of the Services Agreement and the Schedules set forth below ('**Agreement**') between AssureHire, Inc., a subsidiary of Mitratech Holdings, Inc. ('**Mitratech**') and Village of Orland Park, IL ('**Client**') and is effective on January 1, 2026 ('**Effective Date**').

Unless subsequently signed by Mitratech, the terms set forth herein will not be valid and will have no meaning if this Order Form is executed by Client after Oct 31, 2025.

1. SALES DETAILS

a) **Initial Term Start Date:**	January 1, 2026
b) **Initial Term Length (months):**	12 months – End date of 12/31/2026
c) **Payment Terms:**	In accordance with section 2.1 of the Service Agreement
d) **Billing Frequency:**	Monthly
e) **Currency:**	USD

2. CONTACT INFO

a) **Billing Contact**: **REQUIRED

Name: Lorilee Johnson

Billing Address**: 14700 S. Ravinia Avenue, Orland Park, IL 60462

AP Email**: accountspayable@orlandpark.org

Supplier Portal. Does Client require use of a Supplier

portal?Yes or No: NO

If yes, provide portal details:

Purchase Order.** Does Client require a purchase order for this order?

Yes or No: NO

If yes, provide PO:

If Client requires a purchase order and fails to issue a purchase order in a timely manner, the payment terms shall be adjusted so that payment becomes due as if the purchase order was timely. A purchase order issued more than three (3) business days after the signing of an Order Form will not be deemed timely.

b) **Primary User / Client Contact**:

Name: Regina Earley

Email: rearley@orlandpark.org

Phone: 708-403-6161

3. SOFTWARE AND INVOICING DETAILS

Product	Product Code	Estimated Quantity	Cost per Check
AssureHire	MS-AH	1	USD 0.00
SSN Address Trace	MS-SSN	225	USD 0.50
7-Year County Criminal	MS-CRCT7	225	USD 20.00
National Criminal Database	MS-MSMJ	225	USD 2.00
National DOJ Sex Offender	MS-SXDB	225	USD 1.50
Employment Verification	MS-VEMP	675	USD 8.00
Education Verification	MS-VEDU	225	USD 8.00
Social Media Search	MS-MESO	225	USD 30.00
Employment Credit Report	MS-CDTE	150	USD 6.00
Drivers Record	MS-MVDR	200	USD 2.00
AssureAlert (MVR)	SW-SUB-AAMVR-HOST	840	USD 2.00
AssureAlert (Criminal)	SW-SUBS-AAC-HOST	6720	USD 1.50
		Estimated Total Cost for Checks for First 12 Months	**USD 32,410.00**
Services (if applicable)	**Product Code**	**Quantity**	**One-Time Fees**
AssureHire: Services Fee - SMB	SVC-FIX-AHSVFEE-SMB	1	USD 300.00
AssureHire Credit Inspection	SVC-AHCREDINSP	1	USD 95.00
AssureHire: Activation Fee	SVC-FIX-AHENFEE	1	USD 500.00
		One-Times Fees	**USD 895.00**

a) Domestic Court, DMV and 3rd party record keeper access fees, as well as International in-country acquisitions fees, are at additional cost - passed through without any markup.
b) Additional line items are subject to current Mitratech fees.
c) Invoice for any One-Time Fees will be submitted shortly before Start Date, and payment will be due in accordance with the payment terms set forth in the Agreement. The Initial Term and any Renewal Term applies to Products only and does not apply to implementation for which a One-Time Fee is paid.

4. LEGAL TERMS

a) **Self-Certification**: Without prejudice to Mitratech's audit rights pursuant to the Agreement, Client will, by the anniversary of the Start Date of each year, document and certify that use of the Software and Maintenance Services is in full conformity with the use rights granted hereunder.

b) **Privacy Policy**: Mitratech holds responsibilities for protecting the privacy of sensitive data, including any personal information being maintained, against threats posed by unauthorized access or misuse. Mitratech's privacy policy can be found at https://mitratech.com/privacy-policy/

Exhibit B
DRIVER RECORD MONITORING SERVICE ADDENDUM

This Driver Record Monitoring Service Addendum ("Addendum") is entered into as of the date of last signature below (the "Effective Date"), between AssureHire, Inc., a subsidiary of Mitratech Holdings, Inc. ("Service Provider," "Mitratech" or "AssureHire") and Village of Orland Park, IL ("Client").

1. **Description of Services.** Service Provider will provide a driver record monitoring program as outlined in Schedule A and the Scope of Services, in accordance with applicable laws and regulations (the "Services"). The parties understand that Service Provider will not make any decisions regarding Client's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that Client shall have sole responsibility for all such decisions. Each party agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) drug and alcohol testing regulations and as applicable, the Fair Credit Reporting Act 15 USC 1681 *et seq.* ("FCRA"), the Driver's Privacy Protection Act ("DPPA"), and any rules or regulations promulgated thereunder from time to time, as well as any other laws regarding access to, use or disclosure of MVR Data or any similar data, any applicable privacy, data collection, consumer protection laws.

2. **Term and Minimum.** This Addendum shall be effective as of the Effective Date and shall continue in full force and effect for 12 months thereafter (the "Initial Term"). Upon expiration of the Initial Term (or any Extension Term), this Addendum shall be automatically renewed for automatic and successive one-year terms (each, an "Extension Term") unless either party notifies the other not fewer than 90 days prior to the expiration of the then-current term. Together, the Initial Term and any Extension Term(s) shall be the "Term". For the duration of the Term, Client shall at no time enroll fewer than the minimum number of drivers as set forth above the signature block. If Client were to cancel the MVR services under this Addendum during a subscription year, then, unless the cancellation is for reason of AssureHire's breach of contract or bankruptcy of AssureHire or Client, Client shall owe AssureHire the remaining fees for the minimum number of drivers outlined in this Addendum.

3. **Motor Vehicle Record Compliance.** To the extent Client orders motor vehicle reports ("MVRs"), the following shall apply:

   a. Client may also order MVRs from Service Provider for "employment purposes", as that term is defined under the FCRA including but not limited to: evaluating the subject of the MVR ("Consumer") for employment, promotion, reassignment, or retention as an employee or as an independent contractor ("Employment Purposes"). Client certifies that Client will order and use MVRs for Employment Purposes only and for no other purpose. An MVR consists of data regarding driver, vehicle, title and registration histories, and any personal information contained in those histories.

   b. Client understands and agrees to provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that an MVR may be obtained for employment purposes.

   c. Client shall obtain the express written consent from the employee or prospective employee prior to ordering an MVR which explicitly authorizes the retrieval and use by Client, its agents or contractors of any MVR Data regarding the particular employee or prospective employee in question.

   d. Client shall comply with the Fair Credit Reporting Act ("FCRA") pre-adverse and adverse action procedures.

   e. Client shall use the MVR solely for the purposes of obtaining and verifying the accuracy of information supplied by an individual during the course of employment or during the hiring process and not use MVR data in violation of any equal opportunity laws or any other laws.

   f. All employees, officers, and temporary employees of Client that receives and has access to MVRs from Service Provider shall be bound by similar confidentiality obligations to those contained in the MSA. Upon the occurrence of a Client Security Event (as defined below), Client shall, in compliance with law, notify the individuals whose information was potentially accessed that a Client Security Event has occurred, and any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required. Unless required by applicable law, such notification shall not reference Service Provider or Service Provider's product, nor shall Service Provider be otherwise referenced in connection with the Client Security Event, without Service Provider's express written consent. Client shall be solely responsible for all costs associated with any other legal or regulatory obligations which may arise under applicable law in connection with a Client Security Event, including but not limited to, costs for credit monitoring. Client shall indemnify Service Provider for a Client Security Event. A Client Security Event shall be defined as the unauthorized acquisition or access to personally identifiable information made available through the provision of the services while in the possession or under the control of Client, including but not limited to, that which is due to use by an unauthorized person or due to an unauthorized use.

   g. Client acknowledges it has received a copy of the Consumer Financial Protection Bureau ("CFPB") "Summary of Consumer Rights", "Notice to Users of Consumer Reports", and "Using Consumer Reports: What Employers need to Know", attached to the associated Service Agreement between the Parties.

   h. Client shall be responsible for understanding, completing and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs and shall use MVRs only for purposes permitted by the DPPA and any equivalent state laws, including but not limited to, Act 465 of the 1977 Acts of Arkansas.

i. Client shall not retain or store any Service Provider provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Client may keep a copy of a Consumer's MVR in the Consumer's personnel/volunteer file.

j. Client agrees it is the end-user of all MVRs, and will not resell, sub-license, deliver, display, or otherwise distribute any MVR, or any information in an MVR, to any third party, except to the Consumer or as otherwise required under law. Client shall not, nor allow or authorize any third party to remove or destroy any proprietary markings, confidential legends, or any trademarks or trade names placed upon or contained within the Services.

k. Service Provider may modify the scope of Services at any time upon reasonable notice to Client, unless prior notice cannot be provided due to Service Provider's obligations to comply with applicable laws and/or data provider requirements. Client agrees to comply with all such changes, including any additional fees._

l. Client shall notify Service Provider in writing within ten (10) days of any changes to Client's name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger or change in ownership of fifty percent (50%) or more of the stock or assets of Client, change in nature of Client's business. Client understands that certain changes may require additional Client credentialing.

m. Client shall train employees on Client's obligations under this Addendum prior to use of Services and conduct a review of such obligations with employees who have access to Services no less than annually. Client shall keep records of such training.

n. In order to comply with applicable laws or contractual obligations with its data providers, and its internal policies, Service Provider, or its designee, may conduct periodic reviews of Client's use of the Services through written requests for information and may, upon reasonable notice and during Client's regular business hours, no more than once annually unless required by Service Provider's regulators or data providers, audit Client's records, processes and procedures related to Client's use, storage and disposal of those Services and information received therefrom, including performing site visits at Client's premises. Client agrees to cooperate fully with all audits and to respond to any audit inquiry within ten (10) business days unless an expedited response is required.

4. **Fees**. Client shall pay Service Provider for all Services as outlined in the associate Order Form. Some states charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the Client as-is with no additional service fees.

Minimum Number of Drivers: 70

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth above.

CLIENT		**MITRATECH**	
Signature		Signature	
Name	George Koczwara	Name	
Title	Village Manager	Title	

Scope of Services – Attachment to Driver Record Monitoring Service Addendum

1. **Activity MVR**: Monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the End User.

2. **On-Demand MVR**: At any time, the Client can manually procure an MVR for any driver, either individually or on a scheduled basis. This can be done via the Qorta dashboard.

3. **State-Required Annual MVR:** In some states, where required by state DMV policy, State-Required Annual MVRs are procured automatically.

4. **Driver Error MVR**: Some states charge a data fee even if the driver information submitted on behalf of the Client returns no results. This can happen when the Client submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. Certain checks are enforced to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize Driver Error MVR charges.

5. **Monitored Driver:** A driver shall be considered a Monitored Driver if they are enrolled in the Qorta platform for MVR Monitoring at any point during a particular month.

Mary Vanesse

From:	Christine Fiala
Sent:	Wednesday, March 25, 2026 8:32 AM
To:	Adrienne Uniejewski; Mary Vanesse
Subject:	FW: Resolution of Fine / Request for Final Agreement
Follow Up Flag:	Follow up
Flag Status:	Flagged

Fyi, can you please let me know when you get this.

Thank you

Christine Fiala | Financial Services Manager
Village of Orland Park
14700 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6174 | cfiala@orlandpark.org

From: Donna Norton <DNorton@orlandpark.org>
Sent: Tuesday, March 24, 2026 5:54 PM
To: Christine Fiala <cfiala@orlandpark.org>; James Cassidy <jcassidy@orlandpark.org>; Stacy Dexter <sdexter@orlandpark.org>; Tina Bilecki <tbilecki@orlandpark.org>
Subject: FW: Resolution of Fine / Request for Final Agreement

Chris,

According to the email below, SGA Plus LLC will be making a "prompt payment" of the $10,000 fine for 13830 Elm that was imposed at the January MV hearing.
Can you please let this email group know when Finance receives the payment?

Donna J. Norton | Village Prosecutor
Village of Orland Park
14700 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6264 | dnorton@orlandpark.org

From: Komlanvi Dalmeida <komlan@komlanlaw.com>
Sent: Tuesday, March 24, 2026 5:51 PM
To: Donna Norton <DNorton@orlandpark.org>
Subject: Re: Resolution of Fine / Request for Final Agreement

We appreciate your assistance in this matter, Donna, and we will promptly make the payment.

On Tue, Mar 24, 2026 at 4:54 PM Donna Norton <DNorton@orlandpark.org> wrote:

> I appreciate you following up on this. It is a significant fine amount and non-payment will delay the issuance of any permits for the home construction at 13830 Elm.

Donna J. Norton | Village Prosecutor

Village of Orland Park

14700 Ravinia Avenue | Orland Park, Illinois 60462

Ph. 708.403.6264 | dnorton@orlandpark.org

From: Komlanvi Dalmeida <komlan@komlanlaw.com>
Sent: Tuesday, March 24, 2026 4:44 PM
To: Donna Norton <DNorton@orlandpark.org>
Subject: Re: Resolution of Fine / Request for Final Agreement

Donna,

I apologize for the delay in responding to your email.

I can confirm that I received your January 29th communication. Following that, my client and the owner of SGA PLUS LLC instructed Mr. Sam Zeitoun to proceed with the payment. Mr. Zeitoun reassured me a couple of weeks ago that the matter would be taken care of.

I will follow up with him immediately to confirm the status and ensure that the payment is completed without further delay.

Thank you for your patience, and I will update you shortly.

Regards,
Komlanvi Dalmeida

On Tue, Mar 24, 2026 at 4:35 PM Donna Norton <DNorton@orlandpark.org> wrote:

> Mr. Dalmeida,
>
> I am looking for confirmation that you received my January 29th email below. It has been almost two months now and I have been informed that your client has not paid the fine.

Regards,

Donna J. Norton | Village Prosecutor

Village of Orland Park

14700 Ravinia Avenue | Orland Park, Illinois 60462

Ph. 708.403.6264 | dnorton@orlandpark.org

From: Donna Norton
Sent: Thursday, January 29, 2026 5:17 PM
To: 'Komlanvi Dalmeida' <komlan@komlanlaw.com>
Subject: RE: Resolution of Fine / Request for Final Agreement

My apologies! After court, I had asked staff to send it to you along with instructions on how to navigate the online payment portal. It clearly never was sent to you. Attached is the court order.

Payment can be made in person by check or credit card in the lobby of Village Hall at the cashier's counter. Best to bring a copy of the court order with you. It can also be mailed in to the Village at 14700 S. Ravinia Ave, Orland Park, IL 60467. Best to include a copy of the order when mailing.

If you wish to use the online portal, it can be accessed here: https://www.orlandpark.org/i-want-to/pay-online

First select "Fines", then "Make a One Time Payment", select "Ordinance Violations" for payment category, the violation notice number is MV-25-00538, then input the information for SGA Plus LLC, along with the payment amount. The online portal can be a bit daunting. After the payment is made you will receive a confirmation number.

If you have any trouble, please reach out. Again, very sorry for the delay.

Donna J. Norton | Village Prosecutor

Village of Orland Park

14700 Ravinia Avenue | Orland Park, Illinois 60462

Ph. 708.403.6264 | dnorton@orlandpark.org

From: Komlanvi Dalmeida <komlan@komlanlaw.com>
Sent: Thursday, January 29, 2026 12:17 PM
To: Donna Norton <DNorton@orlandpark.org>
Subject: Re: Resolution of Fine / Request for Final Agreement

Greetings Donna,

I hope you are doing well.

I am writing to respectfully follow up regarding the status of the Hearing Officer's entry of the final order reflecting my acceptance of the Village's $10,000 fine offer on the MV citation.

When convenient, could you please advise whether the order has been entered? Once available, I would appreciate receiving a copy of the final order along with the payment instructions so that we may ensure prompt and full compliance.

Thank you again for your professionalism and cooperation. I look forward to your update.

Best regards,

On Tue, Dec 23, 2025 at 12:21 PM Komlanvi Dalmeida <komlan@komlanlaw.com> wrote:

> Ms. Norton,
>
> Thank you for your email and for the clarification. I appreciate your accommodation.
>
> This email serves as my formal acceptance of the Village's fine offer in the amount of $10,000 on the MV citation. I also appreciate the agreement to waive my in-person appearance and to present this acceptance to the Hearing Officer for entry of the final order.
>
> Please proceed accordingly. Once the order is entered, kindly forward a copy of the final order along with the payment instructions so that we may ensure prompt compliance.
>
> Thank you for your cooperation and professionalism.
>
> Best regards,
> **Komlanvi Dalmeida**
>
> On Fri, Dec 19, 2025 at 3:02 PM Donna Norton <DNorton@orlandpark.org> wrote:
>
>> Mr. Dalmeida,

So very sorry for the delay in responding. I have been out of town for the last two weeks.

Because this is an MV citation and the $10,000 is a fine amount, the Hearing Officer's court order serves as the document that will settle this matter. I can, however, accommodate your request to not return to court in person. Your email below can serve as acceptance of my fine offer on the citation. I will present it to the hearing officer and agree to waive your presence, and he will enter an order. I will then forward you a copy of the final order along with payment instructions.

Please let me know if this is agreeable.

Regards,

Donna J. Norton | Village Prosecutor

Village of Orland Park

14700 Ravinia Avenue | Orland Park, Illinois 60462

Ph. 708.403.6264 | dnorton@orlandpark.org

From: Komlanvi Dalmeida <komlan@komlanlaw.com>
Sent: Monday, December 1, 2025 11:46 AM
To: Donna Norton <DNorton@orlandpark.org>
Subject: Resolution of Fine / Request for Final Agreement

Donna,

Thank you for your time and cooperation in court today.

I consulted with my client, and after considering the ongoing time and expense associated with returning to court and eventually sending someone to go back to check the measurement with the city arborist, they are prepared to accept the Village's position and proceed with payment of the $10,000 fine as stated.

To avoid further delay, please draft the settlement agreement or necessary documentation at your earliest convenience and forward it to me for review and signature.

Once received, we will execute promptly and coordinate payment to bring this matter to a close.

Thank you again for your attention and cooperation. I look forward to finalizing this.

Warm regards,
Komlanvi Dalmeida, Esq.
Komlan Law Firm, LLC
1 N State Street, Suite 1500
Chicago, IL 60602
P: (312) 428-8083
E: komlan@komlanlaw.com

ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Jarrett Dziuk_______, as General Counsel
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of AssureHire, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [X] No [ ]

Federal Employer I.D.#: __________________47-4530098_______________
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___Sole Proprietor
___Independent Contractor *(Individual)*
___Partnership
___LLC
X__Corporation ______California_______ ______7/6/2015_____
(State of Incorporation) *(Date of Incorporation)*

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [ ] Small Business [ ] (SBA standards)
Women-Owned [ ] Prefer not to disclose [ ]
Veteran-Owned [ ] Not Applicable [X]
Disabled-Owned [ ]

How are you certifying? Certificates Attached [ ] Self-Certifying [ ]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [ ] Small Business [ ] (SBA standards)
Women-Owned [ ] Prefer not to disclose [ ]
Veteran-Owned [ ] Not Applicable [X]
Disabled-Owned [ ]

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX CERTIFICATION: Yes [X] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signed by:
Jarrett Dziuk
D41B5475AFF44C8...
Signature of Authorized Officer

Jarrett Dziuk
Name of Authorized Officer

General Counsel
Title

Oct 23, 2025
Date

DISCLOSURE TYPE:
___Original
___Amended
___1 of (   ) Disclosures

ORLAND PARK

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of $7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of $7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box X Vendor ☐ Official

(2) For Vendor

X I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of $7,500 annually. See Appendix A for a listing of current Officials. (Please check the box and complete Certification below.)

☐ I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of $7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box and complete Certification below.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

____

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

____

____

(5) Provide the date(s)[month/year] of engagement or expected engagement:

____

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: ______________________

b. The name(s) of the preceding Vendor, if changed: ______________________

____

Certification

The undersigned Jarrett Dziuk, as General Counsel, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of AssureHire, Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: Signed by: Jarrett Dziuk D41BE475AFF44CB... Date: Oct 23, 2025

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor
James V. Dodge, Jr.

Trustees
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

Village Clerk
Mary Ryan Norwell

Village Manager
George Koczwara

Assistant Village Manager
Jim Culotta

Directors / Department Heads
Development Services - Steve Marciani
Engineering – Syed Khurshid Hoda
Finance – Christopher Frankenfield
Human Resources - Regina Earley
Information Technology – Tad Spencer
Police Department – Eric Rossi
Public Works – Joel Van Essen
Recreation and Parks – Ray Piattoni

2025/10/08

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

May 2021 – April 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Mayor
Daniel J. McLaughlin

Trustees
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

Village Clerk
John C. Mehalek

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street
Suite 2100
San Francisco CA 94105
License#: 0D69293

CONTACT NAME: Jacie Cofer
PHONE (A/C, No, Ext): 415-536-4072 **FAX (A/C, No):**
E-MAIL ADDRESS: Jacie_Cofer@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D : Arch Specialty Insurance Company	21199
INSURER E :	
INSURER F :	

INSURED MITRHOL-01
Mitratech Holdings, Inc.
13301 Galleria Circle, Building B, 2nd Floor
Austin, TX 78738

COVERAGES

CERTIFICATE NUMBER: 1732015331 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7033822537	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐			7033822540	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			7033822506	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC733822487 7033822456	6/1/2025 6/1/2025	6/1/2026 6/1/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D C	Tech E&O/Cyber Crime			NPL2001243-00 V2B005250601	6/1/2025 6/1/2025	6/1/2026 6/1/2026	Limit: $10,000,000 Limit: $5,000,000	Retention:$250,000 Ded: $25,000 Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime coverage includes Third Party $5,000,000 limits

Additional Named Insureds:
AbacusNext International Ltd
Alyne Australia Pty Ltd
Alyne GmbH
Alyne UK Ltd
Alyne USA Inc.
See Attached...

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: MITRHOL-01
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY
Arthur J. Gallagher Risk Management Services, LLC

POLICY NUMBER

CARRIER

NAIC CODE

NAMED INSURED
Mitratech Holdings, Inc.
13301 Galleria Circle, Building B, 2nd Floor
Austin, TX 78738

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Americans Job Exchange LLC
Aplopio Technology Private Limited
Applied Training Systems, Inc.
Applied Training Systems, Inc. Dba: Reviewsnap
AssureHire, Inc.
ATSI Holdings LLC
BOLDplanning, Inc.
Bridgeway Software, Inc.
Clearview Strategic Partners, Inc.
Cluster Seven Inc.
CMO Compliance LLC
CMO Handheld Software Pty Ltd
Contract Room Inc.
ContractRoom, S De R L De C V
Continuity CMS LLC
Continuity Engine Inc.
Cost Management Performance Group, LLC
Hitec Laboratories, Limited
Hitec US
Hornet Intermediate, LLC
HotDocs Corporation
IFSG Buyer, Inc.
InfoSoft Group Inc.
InfoSoft Group LLC Dba: Circa
InfoSoft, Inc.
INSZoom Technology & Services PvtLtd
INSZoom.com, Inc.
Integrum Management Systems Pty Ltd
Jahc Inc.
LatPro, Inc.
Law Manager, Inc.
Legalbill.com Dba: Quovant
Legalbill.com
Lighthouse Services LLC
Mineral Inc.
Mitratech (UK) Limited
Mitratech Global Limited
Mitratech Holdings (Canada), Inc.
Mitratech Trakstar, Inc.
No Surprises Software Inc.
PC Legal Tools, Inc.
PC Legal Tools, Inc. Dba Tracker
Pharos Acquisition LLC
Pharos Holdings LLC
Preparis, LLC
Prevalent, LLC
Prevalent, Ltd.
Promantek Inc.
Promantek Inc. Dba: Trackstar
Recruiterbox Inc.
Stuart, Maue, Mitchell & James, Ltd.
Syntrio Inc.
TalentReef, Inc.
The InfoSoft Group Holding Co., LLC
The InfoSoft Group, LLC
ThinkSmart LLC
TrialNet, Inc.
TrialNet, Inc. Dba Acuity Management Solutions

Evidence of Insurance

ORLAND PARK

Contractual Risk Solutions

Contractual Risk Transfer Evaluation Summary

Date 10/29/25

Vendor/Contractor Name: Mitratech Holdings, Inc.
Contract/Project Name/ #: Preemployment AssureHire Background Check Off-site Services
Contract Type: ☐ Contractor ☐ Prof. Srvs ☒ Goods Only ☐ MSA
MSA Title
Type of Work: Background Check Services
Contract/Project Summary: Preemployment AssureHire Background Check Off-site Services
Policy Expiration Date: 6/1/26

Required Coverages/Limits – Per Contract: **Compliant:**

General Liability:	$1 million	$2 million General Agg.	Other:	☒Yes	☐No	☐NA
Umbrella Liability:	$1 million	$2 million	Other: $10M/$10M	☒Yes	☐No	☐NA
Auto Liability:	$1 million	Any Auto/Owned	Other:	☒Yes	☐No	☐NA
Workers' Comp./ Employer Liability	$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒Yes	☐No	☐NA
Prof. Liability:	$1 million	$2 million	Other:	☐Yes	☐No	☒NA
Env. Liability:	$1 million	$2 million	Other:	☐Yes	☐No	☒NA
Exc./Umb. Prof.				☐Yes	☐No	☒NA
Excess/Umb GL				☐Yes	☐No	☒NA
Cyber Liability:	$500,000	$1 million	Other: See below	☒Yes	☐No	☒NA
Builders Risk:	Completed Project Value		Other:	☐Yes	☐No	☒NA
Other:	Tech. E&O / Cyber		Other: $10M/$10M	☒Yes	☐No	☐NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☐Yes	☐No	☒NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐Yes	☐No	☒NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:________	☐Yes	☐No	☒NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:________	☐Yes	☐No	☒NA
Waiver of Subrogation - General Liability	☐Yes	☐No	☒NA
Waiver of Subrogation – Workers' Compensation	☐Yes	☐No	☒NA

Additional Coverages/Revisions Approved:

No onsite services & no IT System interaction confirmed with Brandi.

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒Yes ☐No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

From: Anne M. Skrodzki
To: Christina Marsala
Cc: Brandi Watson; Regina Earley
Subject: Re: Board Item 2025-0790 Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service
Date: Tuesday, October 14, 2025 12:24:30 PM
Attachments: image001.png
image001.png

Yep, I have already reviewed consent vote, approved as written. Thanks!

On Oct 14, 2025, at 12:22 PM, Christina Marsala <cmarsala@orlandpark.org> wrote:

> **Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. -IT Department

Good afternoon Anne,

Hoping you are having a delightful day.

Kindly review and approve Consent Agenda item 2025-0790 Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service. They introduced the Consent Agenda @ 12.39.

They moved to approved items A – N of the Consent Agenda capturing item N. They approved the motion 13:07.

Regards,

Christina Marsala | Human Resources Analyst
Village of Orland Park
14700 Ravinia Avenue | Orland Park, Illinois 60462
Ph. (708) 403-6166 | Fax: (708) 349-4859 | Email: cmarsala@orlandpark.org

image001.png

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0790

File ID: 2025-0790
Type: MOTION
Status: PASSED

Version: 0
Reference:
Controlling Body: Board of Trustees

Department: Human Resources Department
Cost:
File Created Date : 09/30/2025

Agenda Entry: Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service
Final Action: 10/06/2025

Title: Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service

Notes:

Code Sections:
Agenda Date: 10/06/2025

Indexes:
Agenda Number: N.

Sponsors:
Res/Ord Date:

Attachments: Mitratech AssureHire - Presentation
Res/Ord Number:

Drafter:
Hearing Date:

Department Contact:
Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	09/30/2025	INTRODUCED TO BOARD	Board of Trustees			

Action Text: INTRODUCED TO BOARD to the Board of Trustees

0	Board of Trustees	10/06/2025	APPROVED				Pass

Action Text: This matter was APPROVED on the Consent Agenda.

Notes: *Background screening is an essential part of the pre-employment process for all individuals offered employment with the Village of Orland Park. Currently, these screenings are performed through a tedious, manual process that includes a criminal search within the Illinois State Police (ILSP) database, fingerprinting, a sexual predator/child injury search, and education and employment verification. Although manually screening potential employees can be effective, additional screening initiatives have been proven to provide employers with enhanced clarity during and after the hiring process.*

For example, social media is widely used today, and running a search of publicly accessible social media platforms can offer an otherwise unknown glimpse into an individual's character, demeanor, and overall personality. Motor Vehicle Reporting (MVR) is essential for mitigating the Village's risk associated with employees who operate Village-owned vehicles, whether in a CDL or non-CDL capacity, while performing their duties. Post-hire criminal monitoring allows the Village to be informed of any arrests or incarcerations involving those entrusted to provide services and care within the community. Each of these additions will help the Village prevent unnecessary exposure, mitigate risk, and address downstream safety and compliance concerns, while also ensuring that intervention or *adverse action can be taken in real time.*

Another benefit of enlisting a background screening firm is the significant reduction in manual effort required by staff, allowing them to dedicate more time to higher-level priorities and day-to-day service needs. Human Resources staff regularly spend multiple hours per week, especially during peak recruitment periods, performing manual background screenings. On multiple occasions, the Police Investigations Division has also been enlisted to assist with certain professional positions that require more thorough, additional screening (e.g., credit checks, federal database searches, address searches).

AccuSource, Accurate, Mitratech AssureHire, HireHonest, Sterling Check, and Verified First were all contacted and provided demonstrations of their ability to meet the Village's needs. After thoroughly vetting their resources, verification capabilities, accreditations, available packages, secure networks, mobile access, compliance with federal and state laws, references, and pricing, Mitratech AssureHire stood out as a U.S.-based leader. Mitratech AssureHire is utilized by hundreds of small and large businesses (1,000+ employees), including government entities, and completes most background checks within 72 hours of submission. The company provided three municipal references (in OH, FL, and CO) who expressed strong satisfaction with the services delivered over the past several years.

Mitratech AssureHire's services include education verification, employment verification, credit checks (as needed), local/state/national criminal searches, sexual predator searches, Social Security number verification, seven-year address searches, social media searches with reporting, and post-hire monthly MVR and criminal monitoring.

Aye:	7	Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Lawrence, Trustee Lawler, Trustee M. L. Leafblad, and Village President Dodge Jr.
Nay:	0	

Text of Legislative File 2025-0790

..Title

Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service

History

Background screening is an essential part of the pre-employment process for all individuals offered employment with the Village of Orland Park. Currently, these screenings are performed through a tedious, manual process that includes a criminal search within the Illinois State Police (ILSP) database, fingerprinting, a sexual predator/child injury search, and education and employment verification. Although manually screening potential employees can be effective, additional screening initiatives have been proven to provide employers with enhanced clarity during and after the hiring process.

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Financial Impact

Based on the 2022-2025 recruitment and existing staff numbers, we request approval to sign an agreement with Mitratech AssureHire effective January 1, 2026, and to add a line item to Personnel Procurement Services within the upcoming 2026 budget year in the amount of $35,000 to cover all included services for pre-hire background screenings and post-hire monthly MVR and criminal monitoring.

Recommended Action/Motion

I move to approve and authorize the execution of a Professional Services Agreement with Mitratech AssureHire dated January 1, 2026 to provide pre-hire background checks, and post-hire Motor Vehicle Reporting and Criminal Monitoring services through calendar year 2026, and authorize and approve the creation of a line item under Personnel Procurement Services in the amount of $35,000.00 to cover all services provided within the agreement for calendar year 2026;

AND

Authorize the Village Manager to execute all related documents subject to Village Attorney review.

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0790

File ID: 2025-0790
Type: MOTION
Status: PASSED
Version: 0
Reference:
Controlling Body: Board of Trustees
File Created Date : 09/30/2025
Agenda Entry: Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service
Final Action: 10/06/2025

Title: Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service

Notes:

Sponsors:
Res/Ord Date:
Attachments: Mitratech AssureHire - Presentation
Res/Ord Number:
Drafter:
Hearing Date:
Department Contact:
Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	09/30/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	10/06/2025	APPROVED				Pass

Text of Legislative File 2025-0790

..Title
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Authorize the Village Manager to execute all related documents subject to Village Attorney review.

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Minutes

Monday, October 6, 2025

7:00 PM

Village Hall

Board of Trustees

2025-0790 **Mitatech AssureHire Background Check/Social Media Search/Criminal and MVR Monitoring Service**

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AND

Authorize the Village Manager to execute all related documents subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

MAYOR
James Dodge
VILLAGE CLERK
Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org

ORLAND
PARK
FINANCE

TRUSTEES
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

October 16, 2025

Haley Rocha
Mitratech AssureHire
2206 Plaza Drive, Suite 100
Rocklin, CA 95765

NOTICE OF APPROVAL – Background Check/Social Media Search/Criminal and MVR Monitoring Service

Dear Haley:

This notification is to inform you that on October 6, 2025, the Village of Orland Park has approved entering into a contract with Mitratech AssureHire in accordance with the proposal you submitted dated September 23, 2025, for Background Check/Social Media Search/Criminal and MVR Monitoring Service for an amount not to exceed thirty five thousand and 00/100 ($35,000.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Approval, which is by October 30, 2025.

- Complete and return enclosed Certificate of Compliance, Insurance Requirements Form and Business Relationship Disclosure Form.
- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- Included is an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and securely. Additionally, the Village will send you an email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and submit electronically the EFT Authorization Form.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Christina Marsala, Human Resources Analyst, at cmarsala@orlandpark.org and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Approval. If you have any questions, please do not hesitate to call me at 708-403-6166 or e-mail me at cmarsala@orlandpark.org.

Sincerely,

Christina Marsala

Christina Marsala
Human Resources Analyst

MAYOR
James Dodge

VILLAGE CLERK
Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org

ORLAND
PARK

FINANCE

November 4, 2025

Jarrett Dziuk
Mitratech AssureHire
2206 Plaza Drive, Suite 100
Rocklin, CA 95765

NOTICE TO PROCEED – Background Check/Social Media Search/Criminal and MVR Monitoring Service

Dear Jarrett:

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project as of January 1, 2026.

Please contact Christina Marsala at 708-403-6166 to arrange the commencement of the work.

The Village has processed Contract Number # 20250463 for this contract/services. The Village will be processing a Contract Number/Purchase Order Number for this contract/service, and it will be emailed to your company. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Christina Marsala

Christina Marsala
Human Resources Analyst