



BACKGROUND SCREENING SERVICES AGREEMENT

TruView BSI, LLC

This Background Screening Services Agreement (hereafter referred to as "Agreement") is effective on the Date signed and is made between Client and TruView BSI, LLC, (hereafter referred to as "TruView").

CLIENT INFORMATION

Client Name ("Client"): The City of Oklahoma City

Program Point of Contact: Debbie Boyer

Title: Talent Acquisition & Development Manager

Address: 100 N Walker

Phone: +1 (405) 297 - 3373

City: OKC

State: OK Zip Code: 73102

Fax:

Email: deborah.boyer@okc.gov

Reports Delivered Via: Online

Billing Frequency: Post-Service

Invoices Delivered Via: Email

STATEMENT OF SERVICES & PRICING

The Scope of Work attached to this Agreement as Annex A shall serve as the form Statement of Services to be used by TruView and Client on an ongoing basis, which Statement of Services shall set forth all services to be provided by TruView, from time to time, pursuant to, and in accordance with, the terms and conditions of the Background Screening Services Agreement between TruView and Client.

PRICING

The Pricing attached to this Agreement as Annex A shall serve as the form pricing structure to be used by TruView and Client on an ongoing basis. Notwithstanding anything herein to the contrary, if any change in any law, rule, regulation or otherwise, or any introduction of any new law, rule, regulation or otherwise, which comes into force after the date of this Agreement results in actual and documented additional costs to TruView in connection with this Agreement, TruView shall notify Client in writing of such additional costs (the "Notice"), and TruView and Client shall thereafter engage in good faith negotiations to adjust the pricing structure of this Agreement; provided, however, that if the parties are unable to mutually agree as to a reasonable pricing adjustment within thirty (30) days of the date of the Notice, either party may terminate this Agreement upon an additional fifteen (15) days written notice, it being understood and agreed that TruView shall continue providing services under this Agreement for a period of no more than thirty (30) days upon delivery of said termination Notice (or such earlier date as instructed in writing by Client).

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THE STATEMENT OF SERVICES, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS AGREEMENT, AND SUPPLEMENTS REFERENCING THIS AGREEMENT, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

By signing this Agreement, CLIENT hereby certifies and affirms that the information supplied above is true and accurate to the best of Client's knowledge at this time. The person signing below on behalf of CLIENT represents and affirms that he/she is authorized to order and financially contract for the services requested hereunder. The person signing below on behalf of CLIENT understands that my knowingly supplying false or misleading information may result in the termination of this Agreement and Client will forfeit any and all funds that may be paid to TruView.

CLIENT:

By: See attached signature page.
Date:

Name:
Title:

TRUVIEW BSI, LLC:

By: 
Date: 17 October 2024

Name: Nicholas M. Auletta, CPP
Title: President

TruView BSI, LLC
225 Broadhollow Road, Suite 304, Melville, NY 11747
444 E. Huntington Drive, Suite 305, Arcadia, CA 91006

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

BACKGROUND SCREENING SERVICES AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this
5TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

Reviewed for form and legality.

Amy Douglas
ASSISTANT MUNICIPAL COUNSELOR

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ADDITIONAL TERMS & CONDITIONS

1. Either party can terminate this Agreement at any time for any reason upon providing, the other party with thirty (30) calendar days advance written notice of its intent to terminate the Agreement. In the event the Client elects to terminate this Agreement by providing such advance notice, TruView will only be entitled to (i) receive any unpaid fees pro-rated through the date of termination for authorized services performed; and (ii) be reimbursed for authorized expenses incurred, for and on behalf of the Client by TruView, up to and including the date of termination.
2. TruView will deliver to Client, at the address specified in this Agreement, monthly invoices for all work performed the previous month pursuant to the Statement of Services. Client shall pay such invoices net cash within thirty (30) days of the invoice date, without offset of any kind or nature whatsoever. Client can elect different billing contacts than those specified in Client Information but only after providing notice in writing of such change.
3. TruView's fees are NOT contingent on the outcome or results of the Services. Client certifies that Client is not knowingly requesting any illegal services. TruView reserves the right to decline or terminate without notice any Services it deems to be illegal or unethical or in TruView's sole opinion detrimental to TruView. TruView makes no warranties or guarantees of any kind, express or implied, as to the results of the services. The information obtained may not be that which is desired or in the favor of the client.
4. TruView's services will be performed in a professional manner in accordance with industry standards. TruView will maintain and follow reasonable procedures to assure the maximum possible accuracy of the information contained in each consumer report and investigative consumer report. However, Client recognizes that TruView cannot be an insurer of, and cannot guarantee the accuracy, validity or completeness of the information because such information is subject to human error and obtained from public records and other third party sources that are not under the control of TruView and may not always be accurate, valid or complete. Therefore, no guarantee, warranty, or other representation, whether express or implied, is made as to the accuracy of information received from third parties, its merchantability, or its suitability for any particular purpose.
5. The services are provided "as is" without warranty of any kind, and TruView disclaims all warranties, either express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose and non-infringement. TruView shall not be liable for and shall be excused from performance for any delay in providing or failure to provide services where such failure or delay is occasioned by actions beyond TruView's control.
6. With respect to all matters relating to this Agreement, TruView shall be deemed to be an independent contractor. TruView shall not represent itself or its organization as having any relationship to Client other than that of an independent agent for the limited purposes described in this Agreement. Nothing in this Agreement shall be deemed to create any joint-venturer, joint-employer, employee-employer relationship or partnership agreement between the parties hereto.
7. Client agrees to indemnify to the extent allowed by law and hold harmless TruView and when applicable, its information and verification service suppliers, its affiliates, and their respective owners, security holders, directors, officers, managers, members, parents, partners, agents and employees (collectively, "TruView Indemnified Persons") from and against, any losses, claims, damages, liabilities and expenses, (collectively, "Losses") arising out of any action, claim, investigation, inquiry, arbitration or other proceeding related to or arising out of or in connection with this Agreement, except to the extent that any such Losses are found by a court of competent jurisdiction in a final, non-appealable judgment to have resulted from TruView's gross negligence or willful misconduct in the performance of its services under this Agreement.
8. MISCELLANEOUS. This Agreement shall be governed and construed in accordance by the internal laws of the State of Oklahoma, without giving effect to conflicts of law principles.

INITIAL:

CLIENT CERTIFICATION

By utilizing the consumer reports and investigative consumer reports provided by TruView, Client is considered a "user" of consumer reports and/or investigative consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA") and applicable state law. A copy of the FCRA is available at <http://www.ftc.gov>. Client shall be responsible for identifying and complying with all federal (including the FCRA), state, local and foreign laws and regulations applicable to Client in connection with its procurement and use of these services. In accordance with FCRA and state requirements, Client agrees as follows:

1. **Permissible Purpose** – Client agrees to procure from TruView and use consumer reports and/or investigative consumer reports only for legally permissible purposes (e.g., in order to evaluate a consumer for employment, promotion, reassignment or retention as an employee or volunteer), and for no other purpose.
2. **Disclosure and Authorization** – Client will ensure that prior to its procurement of consumer reports and/or investigative consumer reports for employment purposes, Client has made a clear and conspicuous disclosure in writing to the consumer that a consumer report may be obtained for employment purposes, provided, however, that in such instances that TruView notifies a consumer of the possible procurement of a consumer report and/or investigative consumer report, TruView shall ensure that it has made a clear and conspicuous disclosure in writing to the consumer that such a consumer report may be obtained for employment purposes.
3. **Pre-Adverse Action Disclosures** – In using a consumer report and/or investigative consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, Client shall provide to the consumer to whom the report relates: (i) a copy of the report; and (ii) a description in writing of the rights of the consumer under the FCRA, as prescribed by the Federal Trade Commission under FCRA §609(c)(3) (the "Summary of Consumer Rights"), and any other notices required by applicable law.
4. **Adverse Action Disclosures** – After providing the consumer with the pre-adverse action disclosure described in paragraph 3 above, and after Client has given the consumer reasonable time to dispute the information contained in its consumer report/investigative consumer report, Client will, if intending to take adverse action, send the consumer a follow-up notification that the Client is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the report.
5. **Investigative Consumer Reports** – For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Client procures from TruView, Client agrees to comply with its obligations under FCRA §606(a) and (b), including without limitation the following:
 - a. clearly and accurately disclosing to the consumer that an Investigative Consumer Report including information as to the consumer's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure.
 - i. is made in writing mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested; and
 - ii. includes a statement informing the consumer of his/her right to request the additional disclosures provided for under FCRA § 606(b) as set forth in (b.) below, and a written Summary of Consumer Rights; and
 - b. upon written request made by the consumer within a reasonable period of time after the receipt by him/her of the disclosure required in paragraph 6.a.i. above, Client will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the consumer not 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 later.

Client shall also review the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," which is available at www.truviewbsi.com/resources.

Client will not, directly or indirectly, sell, transfer, disclose the contents of or distribute consumer reports/investigative consumer reports, in whole or in part, to any third party (other than to the applicable consumer), and Client shall use the consumer reports/investigative consumer reports solely as an end user. Client acknowledges TruView will not render any opinions regarding consumer report/investigative consumer report content, and Client will base its employment decisions on its own guidelines, policies and procedures. Any consultation and sample forms which may be provided by TruView shall be provided for informational purposes, and TruView shall not be deemed to be providing legal advice. TruView advises Client consult experienced counsel to ensure compliant procurement and use of consumer reports/investigative consumer reports.

Client shall maintain for a minimum of five (5) years copies of all pre-adverse/adverse action notices (as described above), and Client shall promptly make available to TruView for compliance auditing purposes such records and other related documentation reasonably requested.

INITIAL:

TruView will keep consumer reports/investigative consumer reports strictly confidential but reserves the right to disclose Client's information if required to do so by law or in the good faith belief that such action is reasonably necessary to (1) comply with legal process, (2) respond to any claims against it, or (3) protect the rights, property or personal safety of TruView and/or the public. Any misrepresentation by Client may result in civil and criminal action against Client and the forfeiture of all monies paid by Client.

TruView may refuse to provide Services to Client due to any issue or perceived issue of security or, safety, or behavior/conduct which is or appears to be unlawful, unethical or immoral. Failure to refuse to provide such Services shall not be considered gross negligence or willful misconduct under this Certification. Information provided by TruView shall be used in a lawful manner and shall not be used to cause any physical or emotional harm upon the subject of the investigation, or for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

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NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Nicholas M. Auletta

PRESIDENT

Type Name of Authorized Agent/Representative

Title

Signature

TruView BSI, LLC

Company Name

225 Broadhollow Road, Suite 304 Melville, New York

11747

Address

Zip Code

516-289-0273/516-289-0273

Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * NEW YORK

County of * SUFFOLK

[*State and County where notarized must be written in for bid/proposal to be considered.]

SS.

Signed and sworn to before me on this 16 day of October, 2024 by Nicholas Auletta
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 01PE6370960
[Oklahoma]

Jacqueline Petrow
Type Name of Notary Public

My Commission Expires: 02/12/2026
[Date/Year]

Signature of Notary Public

[40 Okla. Stat. 2011 §119]

JACQUELINE PETROW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE6370960
Qualified in Suffolk County
Commission Expires FEBRUARY 12, 2026

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NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract;

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, age, national origin, sexual orientation, gender identity, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/ CONTRACT AWARD

Sign Here X  PRESIDENT
Signature of Individual Title

Nicholas M. Auletta
Printed Name of Individual

TruView BSI, LLC - 225 Broadhollow Road, Suite 304 Melville, New York 11747
Company Name and Address Zip Code

516-289-0273/516-289-0273
Telephone Number and Fax Number if any

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