

PARTICIPATION AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
ACCURATE BACKGROUND, LLC

This Participation Agreement (“Participation Agreement”) is made and entered into effective as of the 1st day of July, 2023 (“Effective Date”), by and between Chicago Housing Authority (hereinafter referred to as the “CHA” or “Customer”), and Accurate Background, LLC, a California Limited Liability Company with headquarters at 7515 Irvine Center Drive, Irvine, CA 92618 (hereinafter referred to as “Accurate” or “Contractor”). CHA and Accurate are referred to collectively as the “parties.”

WITNESSETH:

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development (“HUD”), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA’s Human Resources department desires the services of a contractor to provide pre-employment background screening services, including, but not limited to, employment, education, reference checks, social security, criminal history, and other related products and services (collectively the “Screening Services”);

WHEREAS, Region 4 Education Service Center (“Region 4 ESC”) issued a Request for Proposals (“RFP”) for Pre-Employment Background Screening, Related Products and Services on behalf of itself, OMNIA Partners and other government agencies and non-profits on or about June 26, 2019, pursuant to which Region 4 ESC awarded to Contractor, and Region 4 ESC and Contractor entered into Contract # R191301 for Pre-Employment Background Screening, Related Products and Services, with a term from January 1, 2020 through December 31, 2022 (the “Master Services Agreement”).

WHEREAS, on or about September 19, 2022, Region 4 ESC exercised its first, of two, one-year options to extend the term of the Master Services Agreement with Contractor through December 31, 2023;

WHEREAS, the Master Services Agreement was procured pursuant to an open and competitive solicitation, and contemplates participation rights for any state, county, local government, school district, higher education institution, other government agency, or nonprofit organization to purchase products and services at prices indicated in the Master Services Agreement upon registering and becoming a member of OMNIA; and,

WHEREAS, the CHA desires to participate in the Master Services Agreement in reliance upon the other public agencies' participation rights available and in effect under the Master Services Agreement, and said participation rights have been authorized and approved by Region 4 ESC in the Master Services Agreement; and,

WHEREAS, the Master Services Agreement is attached hereto as Exhibit I and is hereby incorporated by reference as if fully and originally set forth herein, except as to provisions specifically modified in this Participation Agreement;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Contractor agree as follows:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Participation Agreement is to allow the CHA to receive Pre-Employment Background Screening, related products and services from Contractor upon the regular and prevailing terms and conditions set forth in the Master Services Agreement. To that end, the Master Services Agreement is hereby incorporated by reference as if set forth herein in its entirety, including any and all subsequent amendments thereto.

As required under the Master Services Agreement, this Participation Agreement shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Services Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Participation Agreement as a wholly separate agreement from the Master Services Agreement, this Participation Agreement shall be construed by the CHA and Contractor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Participation Agreement, harmoniously with the Master Services Agreement.

All rights and duties generally applicable to or reserved to Region 4 ESA under the Master Services Agreement shall likewise be vested in the CHA for purposes of this Participation Agreement. Furthermore, all rights and duties generally applicable to or reserved to the Contractor under the Master Services Agreement shall likewise be vested in the Contractor for purposes of this Participation Agreement. Additionally, any material clause or provision set forth in the Master Services Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Participation Agreement, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Services Agreement.

2. SCOPE OF WORK

The Scope of Work which the CHA shall require the Contractor to perform under this Participation Agreement include:

1. SSN Trace – To include name, social security number, and current and former

addresses.

2. Driver License History – to include multiple states, cities, and counties.
3. National Criminal Search - National misdemeanor and felony arrest/conviction information to include: a. Department of Corrections (DOC) b. Administrative Office of the Courts (AOC) c. Department of Public Safety (DPS) d. Multi-State Sex Offender Database e. AppALERT f. Office of Foreign Assets Control (OFAC) – also known as "Terrorist Watchlist" g. FBI Most Wanted Terrorists h. FBI Most Wanted Fugitives i. U.S. Marshals Service Wanted j. U.S. Customs Service Wanted k. U.S. Department of Justice Wanted l. U.S. Secret Service Wanted m. U.S. Drug Enforcement Agency Wanted n. Other regarded Federal Wanted Fugitives Lists o. Other regarded State Wanted Fugitives List p. Other regarded Local Wanted Fugitives List
4. County-Level Search - County misdemeanor and felony arrest/conviction information to include: a. Date of charge or arrest b. Change Information c. Degree of Charge d. Date of Disposition e. Disposition
5. Federal Level Search - Federal misdemeanor and felony arrest/conviction information to include: a. Date of charge or arrest b. Change Information c. Degree of Charge d. Date of Disposition e. Disposition
6. Statewide Search - State misdemeanor and felony arrest/conviction information to include: a. Date of charge or arrest b. Change Information c. Degree of Charge d. Date of Disposition e. Disposition
7. Employment Verification Search – Employment information to include: a. Dates of employment b. Position c. Salary d. Performance overview e. Reason for termination f. Rehire eligibility
8. Reference Check

3. **TERM AND COMPENSATION.**

The Initial Term of this Agreement is for the period of July 10, 2023 through December 31, 2023.

In consideration of the Contractor's performance and provision of the Screening Services, and other related activities herein, the CHA shall pay Contractor compensation in the total not-to-exceed amount of Eight Thousand and 00/100 Dollars (\$8,000.00) (hereinafter the "Total Compensation").

The Contractor agrees not to perform and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and

there will be no additional, costs, fees or other type of profit allowable or paid under this Participation Agreement without an express written amendment authorizing said additional compensation, supplies or services. Each party acknowledges an affirmative duty to monitor its use, performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

4. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To CHA: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Human Resources

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Accurate: Accurate Background, LLC
7515 Irvine Center Drive
Irvine, CA 92618
Attn: Tiffany Willis, Corporate Counsel

5. TERMINATION FOR CONVENIENCE.

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

6. INSURANCE.

Contractor and the CHA agree that Contractor's insurance obligations under the Master Services Agreement shall apply to this Participation Agreement, and that the CHA shall be named as an "additional insured" to that same extent that the Region 4 ESC is so designated in the Master Services Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY.

Reserved.

8. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.


Contractor and the CHA agree that Contractor's MBE/WBE/DBE obligations under the Master Services Agreement shall apply to this Agreement.

9. BUSINESS DOCUMENTS AND CERTIFICATIONS.


Contractor has provided to the CHA various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois.

IN WITNESS WHEREOF, Customer and Vendor have executed this Contract on the Effective Date.

ACCURATE BACKGROUND, LLC

By:  _____
Name: Danielle Kim
Title: Associate Counsel
Date: 9/21/2023

CHICAGO HOUSING AUTHORITY

By:  _____
Name: Sheila Johnson
Title: Deputy Chief of Procurement
Date: 9/27/2023

Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel

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By: Ellen Harris
Title: Chief Legal Officer