

## Terms of Service for PAN Remote I-9 Verification through Guardian

*Last Updated: September 1, 2022*

Equifax Workforce Solutions LLC (“EWS”) has partnered with Performance Assessment Network (“**pan**”) to provide employer clients with remote I-9 completion services (the “**pan** I-9 Services”) as more fully described in these Terms of Service (the “Terms”).

In order to utilize the **pan** I-9 Services, your organization (“Customer”) must enter into a separate master services or license agreement (“Agreement”) with EWS which governs Customer’s use of the Guardian Electronic I-9 and E-Verify solution (“Guardian”) and related professional services. In the event that any provisions contained in these Terms conflict with any provisions of the Agreement or any other document, the provisions of these Terms shall control solely with respect to the **pan** I-9 Services.

These Terms will be effective as of the first date Customer commences use of the **pan** I-9 Services. EWS may make commercially reasonable changes to these Terms from time to time. If EWS makes a material change to the Terms, EWS will inform Customer by either sending an email or alerting Customer through Guardian. If the change has a material adverse impact on Customer, and Customer does not agree to the change, Customer must so notify EWS within thirty days after receiving notice of the change.

### A. Overview of the **pan** I-9 Services

The **pan** I-9 Services by EWS utilizes trained **pan** professionals at verification centers throughout the United States to assist employers in the completion of section 2 of the Form I-9 for newly hired employees in remote locations. Utilizing the **pan** I-9 Services, new hire employees may self-schedule a remote I-9 verification session at one of the participating **pan** verification locations directly through the Guardian system. Once the appointment is scheduled, the remote employee must visit the **pan** location and present original identity and work authorization documents which are needed for the I-9 process. The **pan** representative will review the documents and electronically complete section 2 of the I-9 in the Guardian system. Throughout the process, Customer can monitor the status of the remote I-9 verification through Guardian reports to ensure that I-9s are being completed in a timely fashion.

### B. **pan** I-9 Service Workflow:

1. Customer can create an employee profile for a remote new hire employee in Guardian and indicate that the employee will visit a remote agent for section 2 verification.
2. The remote hire employee receives an email from Guardian, instructing the employee to electronically complete section 1 of the I-9 and locate a verifier to review original documents and complete section 2.
3. The remote hire employee can search for a participating **pan** verification center by zip code and pre-defined radius (e.g., 10 miles) within Guardian.
4. Once a center is located, the employee can schedule a verification appointment (indicating the desired date and time). Appointments are generally scheduled to be thirty (30) minutes in total, which allows fifteen (15) minutes to complete the Form I-9 plus a required fifteen (15) minutes for employee check-in/check-out. Upon completing the reservation, the new hire employee will receive an email confirmation of the appointment.
5. On the day of the verification, a **pan** center proctor will check-in the new hire employee into their system and begin the verification process. Specifically, the **pan** processing agent will

examine the employee's documentation in accordance with Form I-9 requirements, record all document information, complete the Employer or Authorized Representative fields (including first name, last name, and the title, "Remote I-9 Processor"), and electronically sign section 2 of the I-9 in Guardian. The Employer's Business or Organization Address fields will be completed with Customer's information.

6. If Customer has configured Guardian to require the retention of copies of supporting I-9 documents (either because of E-Verify requirements, state law, or employer policy), Guardian will instruct the **pan** proctor to scan and upload copies of the documents to the Guardian system.
7. Customer can view the status of remote I-9 verification appointments by creating an interactive report in Guardian. Customer can view the following appointment status information:

Status	Description
<b>Created</b>	The appointment has been created in Guardian, but has not yet been scheduled
<b>Scheduled</b>	The appointment has been scheduled at a specific time and place
<b>Cancelled</b>	The appointment has been cancelled within the allowed grace period (24 hours prior to appointment time)
<b>Cancelled (late)</b>	The appointment has been cancelled outside of the allowed grace period (24 hours prior to appointment time)
<b>No-Show</b>	The new hire did not show up to the appointment
<b>Incomplete (excused)</b>	The new hire was unable to complete the appointment, but for an acceptable reason (e.g., there was a technical issue with the Service)
<b>Incomplete (unexcused)</b>	The new hire was unable to complete the appointment, but for an unacceptable reason (e.g., employee forgot to bring documents)
<b>Complete</b>	The new hire successfully completed the appointment

### **C. pan I-9 Service Fees**

1. The fees for the **pan** I-9 Service ("Fees") will be set forth in a duly executed Order Form between Customer and EWS. Except as otherwise indicated in the Order form, Fees are irrevocable and non-refundable. Customer agrees to pay all Fees under the terms and conditions specified in the Agreement and Order Form.
2. Customer acknowledges and agrees that:
  - a) Fees will apply for every attended or unattended I-9 remote verification session scheduled through Guardian except for those appointments which are cancelled by the new hire employee up to 24 hours before the scheduled appointment time.
  - b) If a new hire requires a second or subsequent remote I-9 verification session through no fault of EWS (e.g., because new hire fails to bring necessary documents or is unable to provide all of the required information during the initial session), additional Fees will apply for the second and subsequent appointment(s).

c) For the avoidance of doubt and by way of example and not limitation, the following remote appointment events will be chargeable:

- New hire attends scheduled remote I-9 session which is marked complete
- New hire cancels remote I-9 session less than 24 hours prior to the appointment time
- New hire fails to show up to a scheduled remote I-9 session
- New hire attends scheduled remote I-9 session but fails to bring all necessary documents

#### **D. Customer Acknowledgements and Restrictions**

1. Customer affirms, acknowledges and agrees to accept the **pan** processing agent as Customer's authorized representative for purposes of processing Customer's Form I-9 employee eligibility verification and related supporting documents. Customer further acknowledges and agrees that pursuant to 8 CFR 274a.2, Customer is ultimately responsible for its I-9 obligations and will be liable for any employer sanction violations for failures relating thereto.
2. EWS and the **pan** processing agents do not provide legal services or advice relating to I-9 documentation, rules, or procedures. Customer should direct all such questions to legal counsel.
3. Appointment availability will be provided during normal business hours (local time), but may vary across different **pan** verification centers.
4. The **pan** processing agents will not have the ability to edit or otherwise access section 1 of the new hire's I-9. If corrections need to be made to section 1, the pan processing agent will end the appointment and instruct the new hire employee to make necessary changes after leaving the pan center. The new hire employee must then use the previously provided link to make changes to the form, electronically sign section 1, and schedule a new verification appointment.

#### **E. Questions or Additional Information**

If you have questions regarding these Terms or wish to obtain additional information, please contact customer support.