

RESOLUTION NO. 2026 - \_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC DBA FIRST CHOICE BACKGROUND SCREENING FOR THE FURNISHING OF BACKGROUND INVESTIGATION SERVICES IN THE ESTIMATED AMOUNT OF \$75,000 FOR USE BY THE HUMAN RESOURCES AND TALENT DEVELOPMENT DEPARTMENT; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa issued Request for Proposal 25-P-00283 for the furnishing of Background Investigation Services for use by the Human Resources and Talent Development Department; and

**WHEREAS,** First Choice Research and Investigations, LLC dba First Choice Background Screening received the highest score by the Evaluation Committee for its proposal and therefore is recommended for an award.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That the Agreement for Background Investigations Services “Agreement” between the City of Tampa and First Choice Research and Investigations, LLC dba First Choice Background Screening, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof.

**Section 2.** The Agreement shall be for a one (1) year term with four (4) additional one (1) year renewal options.

**Section 3.** This Resolution approves an Agreement between the City of Tampa and First Choice Research and Investigations, LLC dba First Choice Background Screening for the furnishing of Background Investigation Services in the estimated amount of \$75,000 over a 12-month term, subject to annual appropriation, for use by the Human Resources and Talent Development Department within the General Fund.

**Section 4.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

**Section 5.** That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the terms and conditions of this Resolution which shall take effect immediately upon its adoption.

**Section 6.** That the City Clerk shall file fully executed copy of the Agreement, in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON \_\_\_\_\_.**

\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s \_\_\_\_\_

BY MARCELLA T. HAMILTON  
SENIOR ASSISTANT CITY ATTORNEY II

## **Agreement For Background Investigation Services**

This Agreement For Background Investigative Services ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Tampa, a municipal corporation organized and existing under the Laws of the State of Florida ("City"), the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602 and First Choice Background Screening ("Contractor"), the address of which is 4611 South University Drive #314, Davie, Florida 33328.

In consideration of the mutual stipulations, agreements, and covenants contained herein, the parties have agreed and hereby agree with each other, or their executors, administrators, heirs or successors, and assigns, as follows:

1. Contractor shall, at its own cost and expense, furnish the scope of services described below and all material, equipment, software and interfaces, vehicle, tools, and labor necessary for and to carry out in good, firm, substantial, and workmanlike manner the following services as specified in the Contract Documents consisting of this Agreement and the following:
  - a. City's Request for Proposals No. 25-P-00283 for Background Investigative Services, including all attachments
  - b. Contractor's Proposal in response to City's Request for Proposals No. 25-P-00283 for Background Investigative Services, including all attachments ("Proposal")
  - c. Insurance Requirements as set forth in the City's Request for Proposals No. 25-P-00283 for Background Investigative Services

This Agreement and the other Contract Documents shall, to the extent possible, be interpreted as consistent among each other. If there is any inconsistent provision, the terms and conditions of this Agreement shall have precedence over the other Contract Documents, and the other Contract Documents shall have precedence in the order of priority listed above with the first listed document having the highest priority among these other Contract Documents. If any provision of this Agreement or the other Contract Documents conflicts with any other purchase order, agreement or document, this Agreement and the other Contract Documents shall control. If there is a conflict between the body of this Agreement and its exhibits, the body of this Agreement shall control.

2. Contractor shall charge the City for services performed in accordance with the prices listed on Exhibit 2, which is attached to and incorporated into this Agreement.
3. This Agreement shall commence immediately upon the execution of this Agreement by both parties and shall continue through the completion of this Agreement in accordance with the Contract Documents. The initial term of this Agreement shall be for one (1) year with an option to extend this Agreement for four (4) additional one (1) year terms upon mutual agreement of the parties.

The City, through its Director of Purchasing, has the option, and reserves the right, to unilaterally extend this Agreement's original term or any renewal term (collectively, the "Term") for up to three (3) additional thirty (30) day periods at the same terms and conditions of this Agreement. The City shall provide notice of the City's intent to renew this Agreement in writing to Contractor prior to the expiration of this Agreement or the renewal period if this Agreement has been previously renewed.

4. Contractor shall abide by, comply with, duly perform, and be bound by all the terms, provisions, conditions, and agreements contained in the Contract Documents. Upon the faithful performance of the services contained in the Contract Documents by Contractor, the City shall pay Contractor for services performed and labor furnished at the prices set forth in the Proposal, Tab 10-Compensation.

5.

- a. Contractor agrees to release, defend, indemnify, and hold harmless the City and the City's agents, officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including reasonable attorneys' fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of Contractor or Contractor's agents or employees in the execution or performance of the obligations assumed under, or incidental to, this Agreement, except when caused by the fault, failure, or negligence of the City or the City's agents, officials, or employees.
- b. Whenever Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall defend, indemnify, and hold harmless the City, or its agents, officials, and employees, from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process to be performed or used under this Agreement and the other Contract Documents and shall indemnify the City and the City's agents, officials, and employees for any costs, expenses, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

Contractor warrants that there has been no violation of copyrights, patent, or other intellectual or proprietary rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of the Proposal, and Contractor agrees to release, defend, indemnify, and hold harmless the City from any and all liability, loss, or expense by any such violation, including litigation costs and reasonable attorneys' fees through the appellate process and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

- c. The City is not required to release, defend, indemnify, or hold harmless Contractor, or its agents, officials, and employees, from and against any and all liabilities, claims, suits, damages, charges, or expenses (including reasonable attorneys' fees, whether at trial or appeal) which Contractor may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the City or the City's agents, officials, or employees in the execution or performance of the obligations assumed under, or incidental to, this Agreement.
6. To the extent permitted by applicable law, this Agreement, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution, or otherwise, without the advance written approval of the other party to this Agreement. Any attempted assignment of this Agreement by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this Agreement by Contractor shall not relieve Contractor from the performance of its duties, covenants, agreements, obligations, and undertakings under this Agreement unless the assignment expressly provides otherwise. No assignment by Contractor shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of Contractor's duties, responsibilities, and obligations. Notwithstanding the foregoing, the City may assign its rights under this Agreement (without Contractor's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this Agreement to a governmental successor of the City shall relieve the City from the performance of its duties, covenants, agreements, and obligations under this Agreement after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this Agreement prior to the effective date of the assignment.
7. During the progress of the work under the Contract Documents, Contractor shall comply with applicable federal and state laws, rules, and regulations and Hillsborough County and City of Tampa ordinances.

8. Time is of the essence in performance of this Agreement. Contractor shall complete all work performed under the Contract Documents' terms and conditions within the time limits set forth in the Contract Documents, subject only to delays caused by force majeure as defined in the RFP, Section 12.18 Force Majeure.
9. Each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement shall be valid only if it is (a) in writing (whether or not the applicable provision states that it must be in writing); (b) delivered in person, by email, or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered); and (c) addressed to the intended recipient as follows:

With copies to:

If to the City:

City of Tampa  
Purchasing Department  
2555 East Hanna Avenue  
Tampa, Florida 33610  
(813) 274-8351 (telephone)  
(813) 274-8355 (telecopy)  
Michelle.estevez@tampagov.net

with a copy to:

City of Tampa Attorney  
City Attorney's Office  
315 E. Kennedy Boulevard  
5th Floor - City Hall  
Tampa, Florida 33602  
(813) 274-8996 (telephone)  
(813) 274-8809 (telecopy)  
Erin.bradley@tampagov.net

If to the Contractor:

First Choice Research and Investigations dba First Choice Background Screening  
4611 S. University Dr., #314  
Davie, FL 33328  
Attn: Nicole Morales  
(954) 449-7834 (telephone)  
(888) 949-2010 (telecopy)  
Nicole@firstchoicebackground.com

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) shall be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5th) day after the day it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

10. The First Choice Client Agreement is attached to and incorporated into this Agreement as Exhibit 1.
11. The laws of the State of Florida (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement. All disputes, actions, or proceedings arising out of or

related to this Agreement shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in Hillsborough County, Florida.

12. The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.
13. The Contract Documents constitute the entire agreement and understanding between the parties and supersede all prior and contemporaneous agreements, negotiations, representations, and warranties, whether oral or written, relating to the subject matter of this Agreement.
14. A waiver of any provision of this Agreement is valid only if in writing and signed by the party granting the waiver. No waiver of any right, power, or remedy shall be deemed a waiver of any other or subsequent right, power, or remedy under this Agreement. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
15. Contractor shall perform its services under the Contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute Contractor to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. Contractor understands and acknowledges that the City shall not withhold any federal income tax, social security tax, or state and local tax; secure workers' compensation insurance or employer's liability insurance of any kind; or take any other action with respect to Contractor's insurance or taxes.
16. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect.
17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect. Upon such determination that any provision is invalid, void, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.
18. The parties agree that this Agreement may be executed and delivered by PDF or by means of other electronic signature. The electronic, digital, or hard copies of this Agreement as signed, or otherwise accepted, by each will be true, complete, valid, authentic, and enforceable copies of this Agreement.

**[SIGNATURES TO APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF TAMPA

ATTEST:

\_\_\_\_\_  
(SEAL) CITY CLERK/DEPUTY CITY CLERK

\_\_\_\_\_  
JANE CASTOR, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MEGAN BIRNHOLZ-COUTURE  
ASSISTANT CITY ATTORNEY

First Choice Research and Investigations  
dba First Choice Background Screening

By: \_\_\_\_\_

By: \_\_\_\_\_

Type or Print  
(SEAL) CORPORATE SECRETARY  
ATTEST:

TITLE: \_\_\_\_\_

(Pres., V-Pres., Partner, Owner)

Corporation ( )

Partnership ( )

Individual ( )

Incorporated in the State of

\_\_\_\_\_

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.**



## Exhibit 1

### FIRST CHOICE CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between First Choice Research and Investigations, LLC doing business as First Choice Background Screening (“First Choice”), 4611 S. University Drive #314, Davie, FL. 33328, and the City of Tampa (“Client”), located at 306 E. Jackson Street, Tampa, FL. 33602.

## RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively “Reports”) from First Choice;

WHEREAS, First Choice desires to prepare and deliver Reports to Client for a fee;

WHEREAS, First Choice and Client desire to further define the terms by which Reports will be provided by First Choice to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, First Choice and Client hereby agree as follows:

## TERMS

**1. Identification of Permissible Purpose For Receiving Reports.** Client hereby certifies that all of its orders for Reports from First Choice shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., only:

For “employment purposes,” but only upon the express written consent of any person that will be screened. See 15 U.S.C § 1681b(a)(3)(B).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by First Choice. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

**2. Legal Certifications For Employment-Related Reports.** Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

**A. Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”) in a document that consists solely of the “disclosure.” The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall describe the nature of the Reports to be

ordered and meet all other requirements specified by applicable law. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

- B. State Law Notifications.** Client certifies that before ordering a Report from First Choice, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by First Choice in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from First Choice, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by First Choice, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, First Choice, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford First Choice the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. Certifications Associated With Each Order.** By having First Choice prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by First Choice will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the

Consumer lives in California or is applying to work in California or works in California, by having First Choice prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from First Choice, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

**3. Additional Commitments For Reports Containing Certain Types Of Information.**

**A. Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having First Choice prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.

**B. Credit History Information.** If Client chooses to order credit reports from First Choice, it certifies the following:

1. Client shall comply with all applicable federal, state, and local legal requirements and restrictions pertaining to credit checks.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
  - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
  - b. Client shall permit a physical site inspection of its premises if requested by First Choice. The cost for the site inspection will be billed to Client. First Choice will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
  - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

- d. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
- e. Client shall comply with any other requirement imposed by a credit bureau, so long as First Choice makes Client aware of such a requirement.

**C. Criminal History Information.** First Choice recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that First Choice cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible information and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

**D. Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any First Choice-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by First Choice. Client agrees to complete such state-specific written consent materials as required by law or requested by First Choice.

**E. Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from First Choice.

**4. Obligations Regarding The Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

**A. Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that First Choice may temporarily suspend Client's access pending an investigation of Client's potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, First Choice may immediately terminate this Agreement.

**B. Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with First Choice. Client shall manage all Account IDs and notify First Choice promptly if any

Account ID becomes inactive or invalid. Client shall follow the policies and procedures of First Choice with respect to account maintenance as communicated to Client from time to time.

- C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
  - D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from First Choice in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
  - E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.
  - F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.
5. **Exclusivity.** Reserved.
6. **First Choice's Services and Obligations.**
- A. **Compliance with Applicable Laws.** First Choice agrees to comply with all laws applicable to consumer reporting agencies. Among other things, First Choice will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
  - B. **Scope of Information Provided.** First Choice shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with First Choice. Client also understands that it will not receive information from First Choice that falls outside of a requested search, and that it will not receive information that First Choice determines—in its sole discretion—to be unreportable under applicable law.

Administrative Role As To Adverse Action Correspondence. If Client elects to have First Choice send out pre- and/or post-adverse action letters on its behalf, Client understands that it must provide to First Choice a request to send out pre-adverse action letter. Client understands and requests that First Choice send out the adverse action letter, after the requested number of days, as set by Client, after First Choice sends the pre-adverse action letter.

The parties agree that First Choice shall not send out the adverse action letter at the day mark specified in two instances: (1) if Client notifies First Choice that it should not send the adverse action letter to the individual in question (e.g., if it has decided to move forward with employing the individual in question); or (2) if First Choice has received a dispute about the background screening report from the individual in question. First Choice will not send out any adverse action letters unless expressly instructed to do so.

Client accepts full responsibility for the content of any adverse action letters sent by First Choice and understands that it must notify First Choice if it intends to use a particular template or if it intends to modify the template made available through First Choice. Client agrees that First Choice plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from First Choice. Both parties agree that First Choice's role as to the adverse action process is strictly administrative.

- C. **Administrative Role As To Initial Report Review.** If Client opts to have First Choice conduct an initial review of completed Reports on its behalf, Client shall supply First Choice with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that First Choice plays no role in deciding whether a Consumer should incur adverse action based upon a Report, and that First Choice's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by First Choice. Client understands that First Choice will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms.
7. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that First Choice is not a law firm and does not provide legal advice in connection with First Choice's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by First Choice's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by First Choice. Client understands that sample forms or documents made available by First Choice to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of First Choice's sample documents or processes—including any electronic or hard copy process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use First Choice's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of First Choice), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes.
8. **Responsibility for Decision-Making.** Client understands and agrees that First Choice does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the First Choice investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by First Choice.
9. **Warranties, Remedies, and Indemnification.**
- A. First Choice assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained

by First Choice. Therefore, First Choice cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, First Choice has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

- B. Client understands that First Choice obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources “AS IS” and, therefore, is providing the information to Client “AS IS”. **FIRST CHOICE BACKGROUND SCREENING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; FIRST CHOICE BACKGROUND SCREENING EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
  
- C. **FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF FIRST CHOICE BACKGROUND SCREENING WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO FIRST CHOICE BACKGROUND SCREENING BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE, OR \$20,000, WHICHEVER IS LOWER. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

10. **Term.** Either party may terminate the Agreement for Background Investigative Services (“Agreement”) at any time during the Initial Term or a Renewal Term for any reason upon 30 days’ written notice to the other party. First Choice may also terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, either party may terminate the Agreement immediately if it determines that the other party has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

11. **Fees and Invoices.**

- A. Client shall be responsible for paying all fees for services rendered to it, consistent with the signed “Proposal” Document. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by First Choice in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client’s own errors (e.g., inputting data incorrectly or making duplicate requests).
  
- B. Except as detailed in Section 11(c) below, First Choice shall lock the prices of service fees at the levels stated in the signed “Proposal Document” during the Initial Term.
  
- C. The price lock described in this section does not apply to third-party data access charges or similar charges, described in Section 11(A), above nor does it apply to service fee prices on occupational health and medical testing services.

- D. If the Agreement renews for one or more successive one-year terms, First Choice may raise service fee prices up to 20% from the prices afforded to Client during the prior year. First Choice will provide Client with notice of service fees changes 30 days ahead of the 30 day renewal period.
- E. Client will be billed monthly. Invoices are considered past due after forty-five (45) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify First Choice of any discrepancies within forty-five (45) days of receipt of the invoice. Absent an appropriate notice within forty-five (45) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for First Choice to pursue any collection of any amount due from Client under the Agreement, in addition to the principal amount due and interest, First Choice shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

12. **Miscellaneous.**

- A. **Information for "Vetting Purposes"**. Client shall be expected to provide certain information to First Choice regarding the nature of its business so that First Choice may appropriately "vet" Client before providing Reports.
- B. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from First Choice.
- C. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit A and B to Exhibit 1 to this Agreement."
- D. **Audits.** First Choice shall have the right to conduct periodic audits of Client's compliance with the Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through First Choice. The scope and frequency of any audit shall be at the reasonable discretion of First Choice and will be subject to requirements imposed by third-party vendors. First Choice will provide reasonable notice prior to conducting any audit provided that First Choice has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by First Choice, including, but not limited to, immediate termination of this Agreement.
- E. **Force Majeure.** The obligation of First Choice to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- F. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither party shall not assign or otherwise transfer the Agreement or any interest herein without the prior written consent of the other party.
- G. **No Third-Party Beneficiaries.** Except as specifically provided for herein, the Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- H. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.

- I. **Survival.** The following provisions shall survive termination of this Agreement: 3B(2)(d), 4, 7, 8, 9, 11, and 12B.
- J. **Headings.** Headings are included for reference purposes only and shall not be deemed to limit, modify, or otherwise affect the meaning or interpretation of any provision of this Agreement



## EXHIBIT A TO EXHIBIT 1

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, 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](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street NW, 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;

- 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](http://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](http://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](http://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 from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 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](http://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:

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>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.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>

7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	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 NW Washington, DC 20580 (877) 382-4357



## EXHIBIT B TO EXHIBIT 1

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](http://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](http://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.

## H. 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/](http://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/](http://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](http://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.:**

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

Exhibit 2



Proposal Presented to:



# Sample Packages

## STANDARD PACKAGE – \$61.50\*

- Social Security Trace (10-year address and name history)
- County Criminal Records\* (**ALL Names, ALL Counties from 10-year residence history**)  
*(Includes up to 3 counties per name, or up to 6 total counties per file; additional counties will be billed at itemized rate\*)*
- FirstChek (**ALL Names**)  
*(Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source\*)*
  - National Criminal Database
  - National Sex Offender
  - FirstWatch (Terrorist Watch Lists, Debarment Lists, OFAC, OIG and more)
- Nationwide Federal Criminal Records (**ALL Names, ALL Districts from 10-year residence history**)

## DRIVING PACKAGE – \$64.75\*

- Social Security Trace (10-year address and name history)
- County Criminal Records\* (**ALL Names, ALL Counties from 10-year residence history**)  
*(Includes up to 3 counties per name, or up to 6 total counties per file; additional counties will be billed at itemized rate\*)*
- FirstChek Alias (**ALL Names**)  
*(Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source\*)*
  - National Criminal Database
  - National Sex Offender
  - FirstWatch (Terrorist Watch Lists, Debarment Lists, OFAC, OIG and more)
- Nationwide Federal District Search (**ALL Districts from 10-year residence history**)
- Motor Vehicle Record\* (One State)

# Available Services

<b>ADDRESS HISTORY / CREDIT / IDENTITY</b>	
Social Security Trace (Address and name history)	\$2.00
<b>Credit Report</b> (Employment - NO score is provided; site inspection required*)	\$10.50
Consent Based Social Verification (CBSV pulls info directly from the SSA)	\$8.00
<b>CRIMINAL HISTORY SEARCHES</b>	
<b>County Criminal Records*</b> (One Name, One County)	\$9.00
Statewide Criminal Records* (One Name, One State)	\$9.00
<b>FirstChek (National Criminal Database, includes National Sex Offender &amp; FirstWatch – One Name)</b> <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$6.00
FirstChek Alias (National Criminal Database, includes National Sex Offender & FirstWatch – ALL Names) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$10.00
FirstWatch (U.S. & foreign sanctions, watch lists, including Interpol, OIG, OFAC, SAM and more – One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$1.50
District Federal Criminal Records (One Name, One District)	\$9.00
Statewide Federal Criminal Records (One Name, One State)	\$10.00
Nationwide Federal Criminal Records (One Name, All Districts from residence history)	\$12.00
<i>Expanded</i> Nationwide Federal Records (Criminal, Civil, Bankruptcy - One Name)	\$22.00
<b>National Sex Offender Registry</b> (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$9.00 per name/source*</i>	\$2.50
<b>CIVIL / BANKRUPTCY HISTORY SEARCHES</b>	
County Civil Records* (Upper) (One Name, Current County of Residence)	\$12.00
District Federal Civil Records (One Name, Current District of Residence)	\$9.00
Federal Bankruptcy Records (One Name)	\$9.00
Tax Lien Database (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$12.00 per name/source*</i>	\$2.00
Bankruptcy, Lien, Judgements Database (One Name) <i>Per FCRA: if record is found, verification at the source is required at \$12.00 per name/source*</i>	\$4.00
<b>VERIFICATIONS / REFERENCES</b>	
Education Verification* (One School)	\$9.00
Employment Verification* (One Employer)	\$9.00
Professional License/Credential Verification (One License)	\$9.00
Reference Check (One Reference)	\$9.00
Military Service Verification* (One Branch)	\$9.00
<b>MOTOR VEHICLE RECORD (MVR)</b>	
<b>Motor Vehicle Records* (One State)</b>	\$3.25
Commercial Driver's License Information System Search (CDLIS) <i>For all licenses found, and not already on file, a Motor Vehicle Report will be added at A La Carte rate, per state/license.</i>	\$5.75
<b>INTERNATIONAL SEARCHES</b>	
International Criminal Records*	Varies
International Verification* (One School/Employer)	\$52.00
MVR, Credit and more!	Ask us!

<b>CONTINUOUS SCREENING</b>	
FirstMonitor (Continuous Criminal Monitoring – One Name, per Month) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$2.00
FirstChek Monthly Rescreening (One Name, per Year) (Includes - National Criminal Database, includes National Sex Offender & FirstWatch) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$9.00
FirstChek Alias Monthly Rescreening (One Employee (inc. Alias Names), per Year) (Includes - National Criminal Database, includes National Sex Offender & FirstWatch) <i>Per FCRA: if new/updated record is found, verification at the source is required at \$10.00 per name/source*</i>	\$10.00
Motor Vehicle Records Monitoring* (One License, per Month) <i>Note: MVR pass-through state fees are incurred:</i> <ul style="list-style-type: none"> <li>- When a driver is first enrolled</li> <li>- When negative activity is detected</li> <li>- Yearly, if processing for CDL</li> <li>- If a state requires a new annual pull</li> </ul>	\$2.25
<b>DRUG SCREENING</b>	
Random Program – Non-DOT (per quarter, per pull)	\$60.00
<b>"Instant" Options (LabCorp or Quest Network. Same day negatives, Lab testing with MRO for non-negatives)</b>	
4 Panel (excludes THC), 5 Panel, 9 Panel and 9 Panel (excluding THC) "Instant" Urine Drug Test options*	\$36.50
On-site/Instant Drug Kits – Urine, Oral Fluid (Instant and lab based), Alcohol, & Hair Testing available	Ask us!
<b>Lab Based Options (LabCorp or Quest Network. Lab testing with MRO for all samples)</b>	
4 Panel (excludes THC), 5 Panel, DOT look-alike, 9 Panel (excludes THC), and 10 Panel Lab Based Urine Drug Test options*	\$38.00
<b>DRUG SCREENING WITH OCCUPATIONAL HEALTH SERVICES</b>	
<b>"Instant" Options (In Network. Same day negatives, Lab testing with MRO for non-negatives)</b>	
4 Panel (excludes THC) (eCup+) and 5 Panel "Instant" (eCup) Urine Drug Test options* – Scheduled with Occ. Health Services	\$48.50
	\$51.00
<b>Lab Based Options (In Network. Lab testing with MRO for all samples)</b>	
4 Panel (excludes THC) and 5 Panel Lab Based Urine Drug Test options* – Scheduled with Occ. Health Services	\$52.00
DOT Look Alike Lab Based Urine Drug Test* – Scheduled with Occ. Health Services	\$62.00
9 Panel (excludes THC) and 10 Panel Lab Based Urine Drug Test options* – Scheduled with Occ. Health Services	\$53.00
<b>Occupational Health Options</b>	
Breath Alcohol Test*	\$19.95
DOT/Non-DOT Physical*	\$29.95
<b>DOT SERVICES</b>	
DOT Employment Verification* (Other than FMCSA regulated employers – One Employer)	\$12.00
<b>FMCSA Clearinghouse Pre-Employment Full Query</b>	\$4.00
FMCSA Clearinghouse Annual Limited Query <i>Per FMCSA: if record is found, a full query will be processed at \$4.00</i>	\$3.50
FMCSA Clearinghouse Annual Limited Query Batch (25+ per upload) <i>If driver information needs to be reverified, a manual order will be processed at \$3.50</i>	\$2.50
DOT Lab Based Urine Drug Test* (DOT compliant)	\$35.00
DOT Lab Based Urine Drug Test* (DOT compliant) – Scheduled with Occ. Med Services	\$59.00
Random Program – DOT (per quarter, per pull)	\$115.00
9 Panel (excludes THC) and 10 Panel "Instant" (eCup+) Urine Drug Test* – Scheduled with Occ. Health Services	

<b>U.S. EMPLOYMENT ELIGIBILITY</b>	
Electronic I-9 Form and Management (\$50 setup fee per hiring location and \$250 annual fee per company)	\$3.50
Scanned I-9 (Historical) Form and Management – First Choice Entry (No cost for client entry)	\$4.50
E-Verify (Integrated directly with DHS)	\$3.50
<b>ADDITIONAL SEARCHES</b>	
Workers Compensation Record Check* (One Name, One State – Post Offer Only)	\$9.00
Social Media Check	\$19.95
State and FBI LiveScan fingerprint collection and submission registration	\$8.50
<b>SERVICES</b>	
Adverse Action – Complete Process E-Mailed (2 Letters included)	\$2.00
Priority Fee	\$15.00
Client Provided/Scoring Matrix (Per Applicant)	\$5.00

<b>*IMPORTANT 3<sup>RD</sup> PARTY FEES &amp; SERVICE DETAILS</b>
<p><b>ACCESS FEES:</b> ANY GOVERNMENTAL OR THIRD-PARTY ACCESS FEES, INCLUDING WITHOUT LIMITATION, COURT FEES, STATE REPOSITORY FEES, MVR FEES, EMPLOYMENT VERIFICATION FEES, EDUCATION VERIFICATION FEES, ARE PASSED THROUGH TO THE CLIENT AT FIRST CHOICE’S COST. A DETAILED ACCESS FEE LIST WILL BE PROVIDED UPON REQUEST.</p> <p><b>DRUG SCREENING:</b> ANY CANCELLED DRUG SCREENING ORDERS, “OUT OF NETWORK” THIRD-PARTY OR PREFERRED THIRD-PARTY DRUG TEST COLLECTION FEES ARE PASSED THROUGH TO CLIENT AT FIRST CHOICE’S COST PLUS AN ADMINISTRATIVE FEE. LAB-BASED PRICES QUOTED ARE BUNDLED AND INCLUSIVE OF BOTH GC/MS AND MRO CONFIRMATION.</p> <p><b>OCCUPATIONAL HEALTHCARE SERVICES:</b> PRICES QUOTED ABOVE DO NOT INCLUDE “THIRD-PARTY CLINIC FEES” WHICH WILL BE PASSED THROUGH AT FIRST CHOICE’S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.</p> <p><b>COUNTY CRIMINAL &amp; CIVIL COURT RECORDS:</b> A SEARCH OF AVAILABLE CRIMINAL COURT RECORDS IS CONDUCTED AT THE PRIMARY HIGHER COURT (E.G., COUNTY SEAT) IN THE COUNTY SEARCHED. ALL DISCOVERED FELONY AND MISDEMEANOR RECORDS ARE REPORTED IN ACCORDANCE WITH STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS. UNLESS OTHERWISE STATED, PACKAGED COUNTY CRIMINAL &amp; CIVIL SEARCHES INCLUDE A MAXIMUM OF 3 COUNTIES SEARCHED PER NAME OR A TOTAL OF 6 COUNTIES PER FILE WHEN ALIASES ARE INCLUDED. ANY SEARCHES BEYOND THESE THRESHOLDS WILL BE BILLED AT THE ITEMIZED RATE ABOVE AND BEYOND THE STATED PACKAGE PRICE.</p> <p><b>STATE REPOSITORY CRIMINAL DATABASE RECORDS:</b> A SEARCH OF AVAILABLE STATE REPOSITORY DATABASE RECORDS IS CONDUCTED IN PERSON OR VIA REAL-TIME ONLINE ACCESS TO THE REPOSITORY. ALL DISCOVERED RECORDS ARE REPORTED IN ACCORDANCE WITH STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS.</p> <p><b>FIRSTCHECK DATABASE &amp; NATIONAL SEX OFFENDER REGISTRY RECORDS:</b> FIRSTCHECK RECORDS ARE VALIDATED AT THE PRIMARY SOURCE PRIOR TO REPORTING. CLIENT IS CHARGED FOR THE VALIDATION AT THE RATE OF THE PRIMARY SOURCE SEARCH.</p> <p><b>INTERNATIONAL SERVICES:</b> THE AVAILABILITY AND PRICE FOR INTERNATIONAL CRIMINAL RECORDS SEARCHES VARY BY COUNTRY AND ARE GENERALLY PRICED HIGHER, THAN A DOMESTIC U.S. SEARCH. TURNAROUND TIME IS ALSO LONGER. PLEASE ASK FOR A SPECIFIC INTERNATIONAL CRIMINAL RECORD SEARCH QUOTE AND TURNAROUND TIME ESTIMATE BEFORE ORDERING.</p> <p><b>FINGERPRINTING SERVICES:</b> PRICES QUOTED ABOVE DO NOT INCLUDE STATE AND/OR FEDERAL FEES WHICH WILL BE PASSED THROUGH AT FIRST CHOICE’S COST. CANCELLED OR NO-SHOW APPOINTMENTS WILL BE BILLED AT YOUR STANDARD SERVICE RATE.</p> <p><b>APPLICANT PAY:</b> PRICE QUOTED DOES NOT INCLUDE PROCESSING FEE WHICH WILL BE ADDED TO THE TOTAL APPLICANT CHARGE.</p>

*For new clients with an account established after 8/15/2024, and unless otherwise requested and agreed to, First Choice will conduct criminal background checks as follows:*

- *First Choice will endeavor to report and re-verify convictions, pending charges, and certain diversion matters.*
- *First Choice will NOT report or re-verify any dismissed charges, dropped charges, charges resulting in an acquittal, or other types of non-convictions.*

*First Choice will not report any criminal matters if First Choice determines that federal, state, or local law precludes them from being reported.*