### PROFESSIONAL SERVICES AGREEMENT (Background Screening Services)

THIS AGREEMENT ("Agreement") is made this 17<sup>th</sup> day of September 2025, between the **City of Greenacres**, a Florida municipal corporation ("City") and **First Choice Research & Investigations, LLC dba First Choice Background Screening.**, a corporation authorized to do business in the State of Florida ("Consultant").

#### **RECITALS**

**WHEREAS,** On June 1, 2025 the City issued a request for proposals for background screening services (RFP No. 25-008) seeking qualified vendors to provide background screening services for the City's Human Resources Division to represent the City ("RFP"); and

**WHEREAS**, in response to the RFP, Contractor timely submitted its Proposal and was evaluated by the City's Selection Committee as the highest ranked responsive-responsible proposer whose proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Background Screening Services; and

WHEREAS, the City desires to award the RFP to the Consultant; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1**: **INCORPORATION OF RECITALS**. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2**: <u>CONSULTANT'S SERVICES</u>. The Consultant shall provide the City with background screening services as further described and set forth in the RFP. The RFP is incorporated into this Agreement by reference.

**SECTION 3**: <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### **SECTION 4: TERM AND TERMINATION.**

(a) <u>Term</u>. The term of this Agreement shall commence upon the approval of this Agreement by the City Council and shall be for an initial term of one (1) year with additional four (4) one (1) year renewal options unless earlier terminated as stated herein. The one (1) year renewal options shall be exercised by written amendment to this Agreement signed by both parties.

- (b) <u>Termination without cause</u>. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days written notice of termination.
- (c) <u>Effect of Termination</u>. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Upon termination of this Agreement, the Consultant shall stop all work in progress and promptly provide the City with all deliverables (including any incomplete deliverables) in its possession that were created under this Agreement. The deliverables shall be provided to the City in a format acceptable to the City. Failure to comply with the foregoing will authorize the City to withhold (or direct others to withhold) any and all payments to the Consultant under this Agreement until the Consultant fully complies with the foregoing.
- (d) This Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Termination of this Agreement for lack of budgeting or appropriation shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

### **SECTION 5: COMPENSATION.**

- (a) <u>Compensation</u>. The Consultant's compensation shall be consistent with the commission and fees set forth in **Exhibit "A"** attached hereto and incorporated herein. If the City seeks services from the Consultant that are not set forth in the RFP and addressed in **Exhibit "A"**, the City and Consultant shall agree to the compensation in writing prior to the Consultant performing such services. The City shall not pay or reimburse the Consultant for any additional costs or expenses incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement unless both the City and the Consultant execute a written amendment to this Agreement. The City Manager is authorized to approve additional compensation to the Consultant in an amount not to exceed \$35,000 per fiscal year; otherwise, the amendment must be approved by the City Council.
- (b) <u>Invoices</u>. For compensation to be paid directly by the City, the Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.
- **SECTION 6**: <u>INDEMNIFICATION</u>. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, nor shall the City indemnify the Consultant.

**SECTION 7**: **COMPLIANCE AND DISQUALIFICATION**. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 8**: **FEDERAL AND STATE TAX**. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 9**: <u>INSURANCE</u>. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. The required insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations	\$1, 000,000 per occurrence
Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 annual aggregate
Worker's Compensation	\$ statutory limits

The commercial general liability and any excess liability policies will name the City as an additional insured on a primary, non-contributing basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The additional insured and certificate holder address shall read: City of Greenacres, 5800 Melaleuca Lane, Greenacres, FL 33463.. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 10**: OWNERSHIP OF DOCUMENTS. All deliverables created under this Agreement for the City shall be or become the property of the City. The Consultant may keep copies or samples of the deliverables and may utilized copies or samples of the deliverables at its own risk without recourse against the City; provided that, any and all references to the City is removed from the deliverables, without limitation, the logo or seal of the City. The City may use, reuse, edit, publish, copyright or take any action with regards to the deliverables in its sole discretion at any time and the Consultant shall have no ownership interest in or other intellectual property rights to the deliverables.

- **SECTION 11**: <u>SUCCESSORS AND ASSIGNS</u>. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.
- SECTION 12: <u>DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES</u>. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- **SECTION 13**: <u>WAIVER OF JURY TRIAL</u>. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- **SECTION 14**: <u>ACCESS AND AUDITS</u>. The Consultant shall maintain adequate records to justify all payments made by the City or by commission under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.
- **SECTION 15**: **EQUAL OPPORTUNITY EMPLOYMENT.** The Consultant warrants and represents that it will not discriminate against any employee or applicant for employment for services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- **SECTION 16**: <u>AUTHORITY TO PRACTICE</u>. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.
- **SECTION 17**: **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 18**: <u>PUBLIC ENTITY CRIMES</u>. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 19**: <u>NOTICE</u>. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Greenacres Attn: Purchasing Agent 5800 Melaleuca Lane Greenacres. FL 33463

and if sent to the Consultant, shall be sent to:

First Choice Research & Investigations, LLC dba First Choice Background Screening Nicole Morales 4611 S. University Drive #314 Davie, FL 33328

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 20: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 21**: <u>WAIVER</u>. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 22**: <u>PREPARATION AND NON-EXCLUSIVE</u>. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 23**: **MATERIALITY**. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits,

amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 24**: <u>LEGAL EFFECT</u>. This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is approved by the City Council and fully executed by the City.

**SECTION 25**: **NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 26**: **SURVIVABILITY**. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 27**: <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 28**: <u>PALM BEACH COUNTY IG</u>. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 29:** AGREEMENT CONTROLLING. This Agreement consists of the terms and conditions herein, the RFP and Exhibit "A" and represent the sole agreement of the parties. This Agreement supersedes any prior written or oral agreements of the parties. If there are any conflicts between the terms and conditions of this Agreement and the aforementioned documents, the terms and conditions of this Agreement shall take precedence with the RFP next taking precedence.

**SECTION 30: E-VERIFY**. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes:
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statues, the CONSULTANT may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**SECTION 31**: <u>PUBLIC RECORDS</u>. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, OR 5800 MELALEUCA LANE, GREENACRES, FL 33463.

**SECTION 32. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

**SECTION 33:** CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**SECTION 34: NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

#### **SECTION 35: SCRUTINIZED COMPANIES.**

- (a) The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- (b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- (c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- (e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.
- (f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 36:** <u>ADA COMPLIANCE</u>. If the Consultant is providing software and/or other digital services that may be accessed by the public via the City's website, the Consultant shall ensure said software and/or other digital services are compliant with the Americans with Disabilities Act including, without limitation, providing for website accessibility consistent with the WCAG 2.0AA standards for accessibility or better.

### SECTION 37: COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Background Screening Services) as of the day and year it is approved by the City Council and fully executed by the City.

### CITY OF GREENACRES, FLORIDA

	By:Chuck Shaw, Mayor
ATTEST:	Chuck Shaw, Mayor
Quintella Moorer, City Clerk  Approved as to form and legal sufficiency:	
Glen J. Torcivia, City Attorney	
CONSULTANT:	
	By:
[Corporate Seal]	Print Name:
	Title:
STATE OF)  COUNTY OF)	
, who was physic	d before me this day of, 2025, by cally present, as (title), of ntity) which is authorized to do business in the State of
Florida, and who is personally know as id	n to me or who has produced the following
Notary Public	Print Name:
	My commission expires:

# <u>EXHIBIT "A"</u> <u>Background Screening Services Compensation</u>

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### EXHIBIT "A" Background Screening Services Compensation

# CITY OF GREENACRES RFP NO. 25-008 BACKGROUND SCREENING SERVICES

### **SECTION III – PRICING PAGE**

(Page 1 of 4)

BASE BID - PACKAGES							
Description	Qty*	Unit Price	Extended Price				
Package 1 Includes the following:  FDLE/Statewide Criminal Records (1 name, current state of residence)  State Sex Offender Registry  Education Verification (highest degree earned)  Past Employment Verification (max 10 years)(up to 4)  Personal/Professional Reference Check (3) [MUST PROVIDE 3 ATTEMPTS EACH]	3	\$77.95 (up to to 4 employers)	\$233.85				
Package 2 Includes the following:  FDLE/Statewide Criminal Records (1 name, current state of residence)  State Sex Offender Registry  Education Verification (highest degree earned)  Past Employment Verification (max 10 years)  Personal/Professional Reference Check (3) [MUST PROVIDE 3 ATTEMPTS EACH]  Motor Vehicle Record (1 state)	31	\$81.95 (up to to 4 employers)	\$2,540.45				
Package 3 Includes the following:  FDLE/Statewide Criminal Records (1 name, current state of residence)  Education Verification (highest degree earned)  Past Employment Verification (up to 10 years)  Personal/Professional Reference Check (3) [MUST PROVIDE 3 ATTEMPTS EACH]  Motor Vehicle Record (1 state)  State Sex Offender Registry	15	\$81.95 (up to to 4 employers)	\$1,229.25				
Package 4 Includes the following:	14	\$72.95 (up to to 4 employers)	\$1,021.30				
Package 5 Includes the following:  FDLE/Statewide Criminal Records (1 name, current state of residence)  State Sex Offender Registry	65	\$12.50	\$812.50				
TOTAL	\$5,837.35						



# CITY OF GREENACRES RFP NO. 25-008 BACKGROUND SCREENING SERVICES

### SECTION III – PRICING PAGE

(Page 2 of 4)

ALA CARTE - CRIMINAL HISTORY SEARCHES					
Description	Unit Price				
County Criminal Records (1 name, current county of residence)	\$9.50				
Statewide Criminal Records (1 name, current state of residence)	\$9.50				
Nationwide Criminal Records (1 name, includes nationwide sex offender)	\$9.00				
IRS Employment Records (1 name, up to 7 years)	Not included per Addendum				
Federal District Criminal Records (1 name, current district of residence)	\$10.00				
Federal District Civil Record Search (1 name, current district of residence)	\$10.00				
Statewide Federal District Court Criminal Record Search (1 name)	\$12.00				
Nationwide Federal District Court Criminal Record Search (1 name)	\$15.00				
Expanded Nationwide Federal Search (1 name, includes criminal, civil, and bankruptcy)	\$25.00				
Nationwide Sex Offender Registry (1 name)	\$5.00				
Megan's Law (Statewide) Sex Offender Registry (1 name, 1 state)	\$5.00				
International Criminal Record Search	varies by country				

ALA CARTE - MOTOR VEHICLE RECORD (MVR)				
Description Unit Price				
Motor Vehicle Record (1 state)	\$4.00			



# CITY OF GREENACRES RFP NO. 25-008 BACKGROUND SCREENING SERVICES

### SECTION III – PRICING PAGE (Page 3 of 4)

ALA CARTE - VERIFICATIONS / REFERENCES					
Description	Unit Price				
Education Verification (1 school)	\$9.50				
Employment Verification (1 employer)	\$9.50				
Employment Verification (5 year history)	\$23.00				
Employment Verification (10 year history) (up to 4)	\$32.50				
DOT Employment Verification (1 employer)	\$12.50				
Professional License / Credential Verification (1 license)	\$9.50				
Personal Reference Check (1 reference)	\$9.50				
Professional Reference Check (1 reference)	\$9.50				
Public Records Request (1 government agency) (optional)	\$9.50				
Military Service Verification (1 branch)	\$9.50				
International Education (1 school)	\$52.00				
International Employment (1 employer)	\$52.00				

ALA CARTE - SANCTION DATABASES					
Description	Unit Price				
Office of the Inspector General (OIG) Database Check (1 name)	\$5.00				
Office of Foreign Assets Control (OFAC) Terrorist Watch List (1 name)	\$5.00				
SAM (GSA / EPLS) Sanctions Check (1 name)	\$5.00				
FACIS (Level 3)	\$10.00				
Financial Sanctions Check (1 name)	\$5.00				

Note: OIG. OFAC, SAM, Sanctions and more all contained in FirstWatch - \$5.00



# CITY OF GREENACRES RFP NO. 25-008 BACKGROUND SCREENING SERVICES

### SECTION III – PRICING PAGE (Page 4 of 4)

ALA CARTE - ADDITIONAL SERVICES					
Description	Unit Price				
Fair Credit Reporting Action (FCRA) Pre-Adverse Action Notification Letter (Prepare Only)	\$2.00				
Fair Credit Reporting Action (FCRA) Adverse Action Notification Letter (Prepare Only)	\$2.00				
Social Security Trace (7-year address and name history, including validation)	\$3.00				
National Sex Offender Registry	\$5.00				
Priority Fee	\$15.00				

<sup>\*</sup>Quantity is only an estimate and not a guarantee.

#### **IMPORTANT 3RD PARTY FEES & SERVICE DETAILS**

ACCESS FEES: 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.

<u>DRUG SCREENING</u>: 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.

OCCUPATIONAL HEALTHCARE SERVICES: 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.

COUNTY CRIMINAL & CIVIL COURT RECORDS: 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 THE STATE AND FEDERAL LAW, IN FULL COMPLIANCE WITH REGULATED CONSUMER REPORTING LIMITATIONS.

STATE REPOSITORY CRIMINAL DATABASE RECORDS: 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.

FIRSTCHECK DATABASE & NATIONAL SEX OFFENDER REGISTRY RECORDS: 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.

INTERNATIONAL SERVICES: 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.

FINGERPRINTING SERVICES: 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.

APPLICANT PAY: PRICE QUOTED DOES NOT INCLUDE PROCESSING FEE WHICH WILL BE ADDED TO THE TOTAL APPLICANT CHARGE.

### International Criminal Records



Standard Requirements: Subject's Full Name, Date of Birth, Current Address, Authorization Form, and Reason for Request

Standard Requirements: Subject's Full	itandard Requirements: Subject's Full Name, Date of Birth, Current Address, Authorization Form, and Reason for Request						
Country	Level of Search	Fee	Turnaround Time (business days)	Additional Requirements			
Afghanistan	N/A		(**************************************				
Albania	Nationwide	\$142.00	20	Mother's Maiden Name Father's Full Name- first name and last name Complete In-Country Address Town of Birth Copy of National ID or Passport (Expired passport or Albania National ID will be accepted with a copy of a valid USA driver's license)			
Algeria	Local	\$174.00	12	Complete In- Country Address			
American Samoa	Nationwide	\$35.00	14-21+				
Andorra	Nationwide	\$165.00	10				
Angola	Nationwide	\$174.00	15	Complete in-country address Copy of National ID (any country) Passport (any country) or copy of US Driver's License-identification must be valid "Expired identification is acceptable as long as another valid ID from any country is provided.			
Anguilla	Nationwide	\$95.00	7	Complete In-Country Address Copy of National ID or Passport			
Antigua & Barbuda	Local	\$95.00	12	Complete In-Country Address (PO Box address is acceptable)			
Argentina	Nationwide	\$95.00	8	Mother's Maiden Name Complete In-Country Address Copy of DNI Card (front/back) or Argentina Passport for Citizens/Copy of Passport for Non-Citizens			
Armenia	Nationwide	\$142.00	12	Applicant name in Armenian characters Complete In-Country Address Copy (front and back) of National ID or Passport			
Aruba	National	\$39.00	2-4				
Australia	Nationwide (Federal Police)	\$100.00	15	Complete Australia Address City and Country of Birth City and Country of Country City and Country			
Austria	Local	\$83.00	10	Complete in-country address			
Azerbaijan	Nationwide	\$124.00	10	Copy of National ID, Passport, or US Driver's License Complete In-Country Address			
Bahamas	Nationwide	\$48.00	7	Complete In-Country Address Copy of passport; or Copy (front and back) of National ID; or Copy (front and back) of Driver's License			
Bahrain	Nationwide	\$138.00	7	Complete in-Country Address Citizens ID Requirement-Copy (front and back) of Bahrain National ID or Copy of Bahrain Passport; Foreigners ID Requirement-Copy (front and back) of Bahrain Resident Card containing Personal/CPR Number (preferred ID for this service), Copy (front/back) Temporary Population Card or Copy of Foreign Passport.			
Bangladesh	Local		22	Complete in-country address			
		\$142.00		Complete in-country address			
Barbados	Local	\$50.00	7				
Belarus	Nationwide	\$174.00	9	Complete In-Country Address Citizens: Copy (front and back) of Belarus National ID or Copy of Belarus Passport. Non-Citizens: Copy of Foreign Passport or US Driver's License			
Belgium	Local	\$79.00	4-13	Complete in-country address			
Belgium	Nationwide (Police) - Non-Resident Only	\$85.00	7+	Last Known Belgium Address Copy of Passport			
Belize	Local	\$48.00	10	Complete in-country address			
Benin	Nationwide	\$174.00	14	Complete In-Country Address Copy of National ID or Passport			
Bermuda	Nationwide (Magistrate Court)	\$100.00	15	Complete In-Country Address Clear Color Copy of valid Passport and valid Bermuda or US Driver's License Bermuda Release Form Special Release: A wet ink signature is required. The signature on the ID must exactly match the signature on this form.			
Bhutan	Nationwide	\$200.00	10	Complete in-country address			
Bolivia	Local	\$200.00	10	Mother's Maiden Name Complete in-Country Address			
Bosnia & Herzegovina	Nationwide	\$175.00	14	Complete In-Country Address Copy of National ID or Passport			
Botswana	Nationwide	\$135.00	8	Complete In-Country Address Copy of (front and back) of National ID or Copy of Passport*			
Brazil	Nationwide	\$82.00	5	Full Legal Name (as listed on the candidate's ID- must include middle name)* Mother's Full Name (plus maiden name) Complete In-Country Address CPF Number (11 digits)- all citizens, as well as foreigners who have worked or gone to school in Brazil, should have a CPF number			
Brunei	Nationwide	\$175.00	17	Complete in-country address			

Bulgaria	Nationwide	\$138.00	15	Foreigners: Copy (front and back) of LNCh Personal ID card or Ministry of Interior Residence Permit or Copy of Foreign Passport* Special Release: Wet ink signature is required *IMPORTANT: A passport or residence permit are acceptable IDs to provide for foreigners; however, please note foreigners MUST still provide a LNCH personal ID number (10-digits) on the Bulgaria Bilingual Power of Attorney Form. We cannot run the search without this number, no exceptions.
Burkina Faso	Nationwide	\$174.00	9	Complete in-country address
Burundi	Nationwide	\$175.00	10	Complete in-country address
Cambodia	Nationwide	\$69.00	9	Complete in-country address
Cameroon	Nationwide (Living out of Country)	\$104.00	10	Copy of Passport
Cameroon	Nationwide (Living in Country)	\$104.00	10	Copy of ID Citizens: Copy of birth certificate or Copy (front and back) of valid Cameroon National ID Card (a passport is not acceptable for citizens of Cameroon) Foreigners: Copy of Passport
Canada	Nationwide (CPIC) Integrated search validates applicant's disclosed convictions; fingerprints are required to obtain additional information on disclosed cases and any additional cases.	\$22.50	1-2	Special Signed Release Copies of 2 IDs that include the subject's Name and DOB, one must be photo ID.
Canada	Nationwide (CRJMC) Manual search validates applicant's disclosed convictions, along with judicial matters, pending charges, warrants; fingerprints are required to obtain additional information on disclosed cases and any additional cases.	\$39.95	3-5	Special Signed Release Copies of 2 IDs that include the subject's Name and DOB, one must be photo ID.
Canada	(Provincial Level) - Manual process only	74.58 + Disb.	Varies by Province	Special Signed Release Copies of 2 IDs that include the subject's Name and DOB, one must be photo ID.
Canary Islands	Local	\$110.00	14	Complete In-Country Address
Cape Verde	Nationwide	\$100.00	9	Complete In-Country Address Copy of National ID or Passport
Cayman Islands	National	\$85.00	9-11	
Central African Republic	Nationwide	\$165.00	12	Complete In-Country Address Copy of Valid National ID, Passport, or Driver's License from Any country* Front and back copies are required for double-sided IDs.
Chad	Nationwide	\$203.00	14	Copy of Chad National ID or Copy of Chad or Foreign Passport Complete In-Country Address
Chile	Nationwide	\$76.00	6	Mother's Maiden Name Complete In-Country Address Chile National ID Number (RUT/RUN 8-9 digits) for citizens or Passport Number and country of issue for non-citizens (a passport number will not be accepted for citizens of Chile)
China	Nationwide	\$66.00	3-5	Special Release: completed and signed in Chinese characters
China	Nationwide (Non-Citizen)	\$75.00	7	Passport number used during travel to China
Colombia	Nationwide	\$80.00	7	Mother's Maiden Name Complete In- Country Address Colombia Cedula Number (6-10 digits), or passport number with issuing country for non- citizen
Comoros	Nationwide	\$199.00	8	Government ID Complete in-country address Citizens: Copy (front and back) of Comoros National ID or Copy of Comoros passport Non-Citizens- Copy of Foreign Passport
Congo (Republic of)	Local	\$85.00	6	Complete In-Country Address
Congo (Dem Republic)	Nationwide	\$157.00	14	Complete In-Country Address Copy (front and back) of Congo or Foreign National ID Card, Copy of Congo or Foreign Passport, or copy (front and back) of US Driver's License (IDs must be valid) *If the passport or national ID card is not available, we can accept the Congo voters card.
Cook Islands	Nationwide	\$149.00	14	Complete In-Country Address
Costa Rica	Nationwide	\$53.00	9	Mother's Full Maiden Name Complete In-Country Address Cedula Number (9 digits), or Passport Number (with country of issue), or copy of Costa Rica Resident Card (Documento Identidad Migratorio para Extranjeros)
Cote D'Ivoire (Ivory Coast)	Nationwide	\$209.00	16	Father's Full Name- First and Last Mother's Full Name- First, Last, and Maiden Complete In-Country Address Copy of ID- required for foreigners only Passport, National ID (any country), Consular Card. Front and back copies are required for double-sided IDs. Expired identification is NOT acceptable. Copy of Birth Certificate- required for citizens and foreigners Submit the following information in a word document Candidate's Profession- this must be provided Marital Status- list Married or Not Married Number of Fullzen. List Nanei Fishic does not apply

Croatia (Local Name: Hrvatska)	Nationwide	\$175.00	14	Mother's Full Name Father's Full Name Complete in-Country Address (current or most recent address in Croatia)  Citizen ID requirement- Copy (front and back) of Osobna iskaznica (Croatia Identity Card) or Copy of Croatia Passport- Identification provided must not be expired.  Non-Citizen ID Requirement- Copy (front and back) of Croatia Resident Permit Card AND Copy of Valid Passport  Croatia Bilingual Power of Attorney Form- The candidate's name (first and last) must match the name on the ID provided. The form must have the candidate's (Osobni identifikacijski broj- OIB# 11 digits) and a wet ink signature. Electronic signatures will not be accepted. Only one side of the form must be filled out, either the English side of the form or the Croatian side of the form.
Cuba	Local	\$85.00	14	Complete In-Country Address
Curacao	Nationwide	\$55.00	8	Complete In-Country Address
Cyprus	Local		12	Complete In-Country Address
сургиз	Local	\$100.00	12	Nationals of Cyprus: Applicant name in local characters
Cyprus	Nationwide (Police) - Non-Resident Only	\$85.00	7	Complete In-Country Address Birth City and Country Coup of Government ID Citizens-Cypress National ID or Cypress Passport Non-citizens- Cypress Residence Permit or Foreign Passport
Czech Republic	Nationwide	\$138.00	15	Complete In-Country Address Copy of National ID (Obcansky Prukaz), Copy of EU national ID, or Copy of Passport*  *Front and back copies are required for double-sided IDs
Denmark	Local	\$84.00	10	Complete In-Country Address
Denmark	Nationwide (Police) - Non-Resident Only	\$85.00	14	Complete In-Country Address Citizens- Copy (front and back) of Danish National ID, or Copy of Danish Passport, or Copy (front and back) of Danish Driver's License Non-Citizens- Copy of Passport or Copy (front and back) of EU National ID
Djibouti	Nationwide	\$210.00	10	Complete In-Country Address
Dominica	Nationwide	\$134.00	10	Mother's Maiden Name Complete In-Country Address
Dominican Republic	Nationwide	\$59.00	3	Mother's Maiden Name Complete in-Country Address National ID # for Citizen (Cedula-11 digits) OR Passport # and issuing country for non-citizen (If passport is expired, please provide a copy of the passport)
Ecuador	Nationwide	\$75.00	8	Mother's Maiden Name Complete In-Country Address Ecuador Cedula Number for citizens (8-10 digits) or Passport Number with country of issue for non-citizens
Egypt	Nationwide	\$169.00	12	Complete In-Country Address Citizen ID Requirement- Copy (front and back) of Egypt National ID or Egypt Passport Foreigner ID Requirement- Copy of Foreign Passport
El Salvador	Nationwide	\$76.00	7	Mother's Maiden Name Complete In-Country Address Citizens: El Salvador Documento Único de Identidad Number (DUI)/Cedula Number- 9 digits or Non- Citizens: Passport Number with country of issue
England and Wales	Nationwide (UK Disclosure and Barring Ser	\$66.00	10	Gender Email Address Phone Number including country code +44 for the UK Employment Position Title Employer Name Employment Sector Category Answer Y/N on Send Applicant Paper Certificate Answer Y/N on Declare Prior Convictions Address History (5 years, including dates resided to and from) Birth Address (City & Country minimum) Government ID Number- National Insurance Number, Passport, or Driver's License (UK identification preferred) Alias Names including dates the name was used. (Do not include nicknames) At least 1 UK address must be provided even if it is outside of the 5 years of required address history Copy of ID
Equatorial Guinea	Nationwide	¢205.00	10	Complete In-Country Address Copy of ID (Any Country)- Passport, National ID, or Driver's License
Fritrea	Nationwide	\$206.00	10	Complete In-Country Address Copy of National ID or Passport
LITTICA	IVACIONWIGE	\$175.00	10	
Estonia	Nationwide	\$175.00	9	Complete In-Country Address Copy of Estonia National ID, Estonia Residence Permit, Estonia Passport, or Foreign Passport* *Two-sided IDs require front and back copies Special Release: The form must have a wet ink signature or a digital signature using the DigiDoc. Software (https://www.id.ee/en/article/install-id-software/)
Ethiopia	Nationwide	\$160.00	12	Full Name (First, middle, and last. Must be the complete legal name used while in Ethiopia) Candidate's Maiden Name (if applicable) Complete In-Country Address (last registered address in Ethiopia) Address must include Ethiopian City/Town, Name of Neighborhood/District (Kebele), and Resident Apartment, Compound, or Bullding. The House number is optional. IMPORTANT- if the candidate's address contains the city of Addis Ababa, your must also include the sub-city for Addis Ababa in the address. Please note there are 11 possible sub- cities: Addis Ketema, Akaki Kaliti, Arada, Bole, Gulele, Kirkos, Kolfe-Keranio, Lideta, Nifas Sil- Lafto, Yeka, Lemi Kura Place of Birth Copy (front and back) of Ethiopian National ID, Copy (front and back) of Ethiopian residence permit, Copy (front and back) of Ethiopian Driving Licence, Copy of High School Certificate or a College Degree issued by Ethiopian government authorities, or Copy of Ethiopian or Foreign Passport*  **Expired documents are acceptable for this service.
Falkland Islands	National Level	\$39.00	3-5	
Faroe Islands	National Level	\$49.00	2-4	Search Name written in the country's local language .

				Township to Go at Addison
Finland	Nationwide (Police) - Non-Resident Only	\$85.00	11	Complete In-Country Address Copy (front and back) of Finland National ID or Passport Special Release: (The candidate must write the words "Pre-Employment" where it asks "Exact Use of Criminal Records Extract." Also, the signature must be a handwritten wet ink signature.)
France	Nationwide	· ·	7	Complete In-Country Address
French Guiana	National Level	\$96.00 \$89.00	3-6	
Gabon	Nationwide	\$130.00	15	Complete In-Country Address Copy (front and back) of Gabon National ID, Copy of Gabon or Foreign Passport, or Copy (front and back) of USA Driver's License.
Gambia	Nationwide	\$138.00	8	Complete In-Country Address Copy of ID* Citizens-Copy of Gambia National ID or Gambia Passport Non-citizens-Copy of Foreign Passport or US Driver's License *Front and back copies of ID are required. Expired identification is acceptable.
Georgia	Nationwide	\$138.00	14	Complete In-Country Address Government ID Citizens-Copy of Georgia National ID or Passport Foreigners-Copy of Passport or US Driver's License
Germany	Local (Berlin Only)	\$75.00	3-12+	Complete In-Country Address Government ID
Germany	Local (Outside Berlin)	\$125.00	3-12+	Complete In-Country Address Government ID
Ghana	Nationwide	\$139.00	14	Complete In-Country Address
Gibraltar	Nationwide		14	Copy of Gibraltar Identity Card or Passport- Preferred Complete In-Country Address
Greece	Nationwide	\$257.00 \$85.00	14	Father's Full Name Mother's Full Name Complete Last Known Greece Address- if current address is not a Greece address Citizen ID Requirement: Copy (front and back) of Greece National ID Card. A passport is NOT acceptable for citizens of Greece. Foreigner ID Requirement: Copy of Passport (typed signatures and computer-generated signatures are not acceptable)
Greenland	Nationwide	\$165.00	14	Complete in-country address Copy of passport Special Release
Grenada	Local	\$95.00	14	Complete In-Country Address
Guadeloupe	National Level	\$39.00	4-7	
Guam	Nationwide	\$26.00	10	
Guatemala	Nationwide	\$75.00	7	Mother's Maiden Name Complete In-Country Address
Guernsey	Local (Channel Islands)	\$89.00	6	Complete In-Country Address
Guinea	Local	\$175.00	9	Complete In-Country Address
Guinea-Bissau	Nationwide	\$100.00	14	Complete In-Country Address Copy (front and back) of Guinea-Bissau National ID or Copy of Guinea-Bissau Passport or Foreign Passport
Guyana	Nationwide	\$85.00	14	Complete In-Country Address Copy of ID Preferred: Copy (front and back) of National ID or Copy of Passport
Haiti	Nationwide	\$124.00	14	Complete In-Country Address
Holy See	National Level	\$79.00	3-5	
Honduras	Nationwide	\$104.00	14	Mother's Maiden Name Complete In-Country Address Honduras or Foreign Passport Number or Honduras National ID Number*
Hong Kong	N/A			
Hungary	Nationwide	\$115.00	17	Copy of ID* Citizens: Copy Front/Back of National ID (Szemelyi Azonosito). A passport copy is acceptable if the candidate is not able to provide a valid Hungarian National ID. Foreigners: Copy of Foreign Passport or EU National ID Card Special Release: candidate must sign the form in wet ink; two witness signatures required- witnesses must sign the form in wet ink  Front and back copy required for double-sided IDs.
Iceland	Local	\$160.00	13	Complete In-Country Address
India	National	\$59.00	2-3+	Father's Full Name
Indonesia	National			
Iran	Nationwide	\$174.00	10	Complete In-Country Address
Iraq	Nationwide	\$210.00	15	Complete In-Country Address
Indonesia (Citizens)	National	\$75.00	3-5	Government ID #
Indonesia (Non Citizens)	National	\$75.00	3-5	Passport#
Ireland (Republic of)	National and Local Level (Circuit and Distric	\$139.00	7-30+	
Israel	National Nationwide	\$29.00 \$148.00	2-4 5	Complete In-Country Address Citizen ID Requirement- Copy (front and back) of Israeli National ID or (Tehudat Zehut) or Israeli Driving License (front and back copy) or Copy of Israeli Passport* Foreigner ID Requirement- Copy (front and back) of Israeli Residence Permit or Copy of Foreign Passport  **Expired Identification is acceptable for this search*
Italy	Nationwide (Police)	\$85.00	14	Complete In-Country Address Copy of ID* Citizens-Copy (front and back) of Italy National ID or Italy Passport EU Citizens-Copy (front and back) of EU National ID or Foreign Passport. Please note for the EU national ID to be acceptable, the data on the card must be in Latin characters. Foreigners-Copy of Foreign Passport Town and Country of Birth  "IMPORTANT: Identification MUST be valid. Expired identification is not acceptable for this search, no exceptions. If the candidate was born in Italy but is living abroad and holds a foreign passport, a copy of his/her birth certificate is required.

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Jamaica	Nationwide	\$42.00	8-10	Complete In-Country Address Copy of ID - Jamaica National ID, Jamaica Elector Registration Identification Card, Jamaica or
Japan (Tokyo & Osaka Only)	Local (Citizens Only)	\$129.00	3-7+	Foreign Driver's License, or Jamaica or Foreign Passport Search Name written in Japanese characters.
Japan (Tokyo & Osaka Only)	Local (Non-Citizens)	\$129.00	3-7+	
Jersey	National	\$49.00	6-8	
Jordan	Nationwide	\$183.00	12	Complete In-Country Address Copy of Jordan National ID, Jordan Driver's License, or Jordan or Foreign Passport* *Identification must be valid and front and back copies are required for double-sided IDs
Kazakhstan	Nationwide	\$104.00	12	Complete In-Country Address (current or previous) Copy of ID or Passport
Kenya	Nationwide	\$100.00	10	Complete In-Country Address Copy of ID - National ID or Passport
Kiribati	Nationwide	\$217.00	10	Complete In-Country Address
Kosovo	Nationwide	\$231.00	14	Complete In-Country Address Copy of Kosovo National ID, Kosovo or Foreign Passport, or US Driver's License
Kuwait	Nationwide	\$178.00	12	Complete In-Country Address Copy of ID Citizens: Kuwait National ID or Kuwait Passport Non-Citizens: Kuwait Civil ID Card, Kuwait Residence Permit, Kuwait Visa, Kuwait Driver's License, or Foreign Passport Passport*  **Front and Back conies are required for double-sided IDs.
Kyrgyzstan	Nationwide	\$269.00	11	Complete In-Country Address Copy of National ID or Passport
Laos (Local level only)	Local	\$164.00	11	Complete In-Country Address
Latvia	Nationwide	\$153.00	10	Complete In-Country Address- if current address is not in Latvia Copy of National ID or Passport
Lebanon	Nationwide	\$178.00	12	Full Name (first and last name must match the ID copy. Alias names are not acceptable) Complete In-Country Address Copy of National ID (front and back) or Passport (Source will accept expired ID's) - must contain the candidate's legal name (first and last) as listed on the ID
Lesotho	Nationwide	\$153.00	10	Complete In-Country Address Copy of National ID or Passport
Liberia	Nationwide	\$165.00	6	Complete In-Country Address Copy of ID Preferred: Copy (front and back) of Liberian National ID or Copy of Liberian or Foreign Passport
Libya	Nationwide	\$185.00	6	Complete In-Country Address Copy of National ID or Passport
Liechtenstein	Nationwide (Police)	\$85.00	7	Citizens- Copy of Passport or National ID Non-citizens- Copy of Passport
Lithuania	Nationwide	\$160.00	12	Most recent Complete In-Country Address  Copy of ID - Copy of Lithuanian National ID or Lithuanian or Foreign Passport
Luxembourg	Nationwide (Police)	405.00	15	Copy of Luxembourg or Foreign Passport or Copy (front and back) of Luxembourg or EU National ID Special Releases: Two forms
Macau	National	\$85.00 \$69.00	3-6	
Macedonia	Nationwide	\$185.00	10	Father's Full Name (Including Maiden Name) Mother's Full Name (Including Maiden Name) Complete In-Country Address- if the current address is not an in-country address. Copy (front and back) of Macedonian National ID Card, Temporary Macedonian ID card, Macedonian Residence Permit, or Macedonian Passport. The identification provided must contain the candidate's Personal Identification Number. Foreign passports and expired identification are NOT acceptable. Special Release: Filled out in English and Cyrillic
Madagascar	Nationwide		10	Complete In-Country Address Copy of National ID or Passport
Malawi	Local	\$164.00	10	Complete In-Country Address
IvididWi	Local	\$174.00	10	National Registration Identity Card Number (NRIC Number-12 digits) or Passport Number
Malaysia	Nationwide	\$76.00	7	with country of issue for non-citizen
Maldives	Nationwide	\$160.00	14	Complete In-Country Address
Mali	Local	\$179.00	10	Complete In-Country Address
Malta	Nationwide	\$110.00	6	Last Residential Address in Malta Citizens - Copy (front and back) of Malta National ID or Malta Passport
Mariana Islands	National Level	\$45.00	3-6	Non- Citizens- Copy (front and back) of Malta Residence Permit or Passport  Copy of ID (e.g. ID Card, Driver's License, Passport)
Marshall Islands	Nationwide	\$90.00	8	Complete In-Country Address
Martinique	National Level	\$39.00	3-7	
Mauritania	Nationwide	\$195.00	9	Complete In-Country Address
Mauritius	Nationwide	\$169.00	10	Complete In-Country Address- current or last known Mauritius address Copy of Mauritius National ID, Mauritius or Foreign Passport, or USA Driver's License* *Front and back copies are required for double-sided IDs. Identification can be expired.
Mexico	Nationwide	\$63.00	14	Mother's Full Maiden Name Complete In-Country Address- current or last registered address Government ID Citizens: CURP Number (18 alpha-numeric characters) or Copy (front and back) of IFE card, or Copy of Mexico Passport Foreigners: Copy of Passport, Copy of US Passport Card, or Copy of US Driver's License
Micronesia	Local Level	\$69.00	8-12+	
Micronesia	Nationwide	\$126.00	15	Complete In-Country Address
Moldova, Republic Of	Nationwide	\$126.00	6	Last Residential Address in Moldova Copy of National ID (Republica Moldova Buletin de Identitate) or Passport
Monaco	Nationwide (Police)	\$85.00	7	Complete in Country Address Copy (front and back) of Monaco National ID or Copy of Monaco or Foreign Passport

Mongolia	Local	\$280.00	10	Complete In-Country Address
Montenegro	Nationwide		12	Complete In-Country Address Citizen ID Requirement- Copy (front and back) of Montenegro National ID (Lična karta/Лична карта) or Montenegro Passport Non-Citizen ID Requirement- Copy (front and back) of EU National ID or Copy of Foreign
		\$121.00		Passport
Montserrat	Nationwide	\$115.00	6	Complete In-Country Address- last registered address in Montserrat Copy (front and back) of Montserrat National ID, Copy of Montserrat Passport, or Copy of Foreign Passport.
Morocco	Nationwide	\$132.00	17	Complete In-Country Address (current or last registered address) Copy of ID- expired IDs are NOT acceptable.* Copy (front and back) of Valid National ID/Moroccan CIN card for Citizens of Morocco* (a passport is NOT acceptable for citizens of Morocco) Copy of valid Foreign Passport for Non-Citizens Morocco Nationwide Specific Consent Form- must have a wet ink signature AND must be legalized. Please note: The Moroccan CIN card does NOT contain the candidates signature
Mozambique	Nationwide	\$169.00	6	Complete In-Country Address Copy of ID- Mozambique National ID, Mozambique Passport, Foreign Passport, or USA Driver's License
Myanmar	Nationwide	\$94.00	15	Complete In-Country Address Copy of National ID or Passport
Namibia	Nationwide	\$179.00	12	Complete In-Country Address Copy of National ID (Front and Back) or Passport
Nauru	Nationwide	\$199.00	14	
Nepal	Local	\$187.00	9	Complete In-Country Address Citizens- Nepal Passport Number or Nepal Citizenship Number (10-12 digits) Non-Citizens- Passport Number- with country of Issue
Netherlands	Local	\$139.00	10	Complete In-Country Address
Netherlands Antilles	Local Level	\$89.00	10-12	
New Caledonia	Nationwide	\$129.00	21	Copy of one of the following: France National ID, EU National ID, France Passport, Foreign Passport, France Temporary Residence Permit or France Resident Card.* Special Release: wet ink signature required *Front and back copies are required for double-sided Identification
New Zealand	Nationwide	\$69.00	20	Complete In-Country Address- address must be written on the New Zealand Ministry of Justice Form  Special Release: ink and electronic signatures are acceptable (electronically signed signature, not mouse click of digital). The candidate's hand-signed signature on the Ministry of Justice form must exactly match the candidate's signature on the provided ID copy  Copy of ID- New Zealand Driver's License (front and back copy), New Zealand Firearms  License (front and back copy), or Passport (copies of ID's must include a signature and canno be more than 2 years expired for citizens. Passports cannot be expired for non-citizens). If the candidate is unable to provide one of the above-mentioned acceptable IDs, the candidate must complete the "Proof of Identity" section of the Ministry of Justice form (must have attestation).
Niger	Nationwide	\$174.00	10	Complete In-Country Address Copy (front and back) of Niger National ID or copy of Passport
Nigeria	Nationwide	\$100.00	10	Copy of ID* Citizens: Nigerian National ID, Nigerian Passport, Nigerian Driver's License, Nigerian Voter ID Card, Nigerian Residence Permit, or National Identification Number slip (NIN Slip). Non-Citizens: Foreign Passport, VISA, Residence Permit (Any Country), US Employment Pass, or US Driver's License. **IMPORTANT: Expired identification must be accompanied by a birth certificate or another valid ID (any country). Front and back copies are required for any two-sided IDs
Nicaragua (Citizens Only)	National	\$75.00	4-7	Mother's Maiden Name Nicaragua Cédula de Identidad #
Nicaragua (Non- Citizens Only)	National	\$75.00	4-7	Passport #
Norway	Local	\$125.00	10	Complete In-Country Address
Oman (Citizens Only)	National		4-9	Government ID #
Oman (Non- Citizens Only)	National	\$115.00	4-9	Passport #
Pakistan	Local	\$115.00 \$137.00	10	Father's Full Name CNIC Number (13 digits- Individuals who have worked and/or gone to school in Pakistan will have a CNIC number.) or passport # with issuing agency. Copy of Passport or Pakistan National ID preferred. Complete In Country Address (including house, street, and sector)
Palau	Nationwide	\$116.00	11	Complete In-Country Address
Panama	National	\$65.00	5-7	
Papua New Guinea	Local	\$75.00	14	Complete In-Country Address
Paraguay	Nationwide	\$73.00	10	Mother's Maiden Name Complete In-Country Address
Peru	Nationwide	\$76.00	7	Mother's Maiden Name Copy (front and back) of Peruvian DNI Card or Copy of Peruvian or Foreign Passport- expired identification is acceptable Complete In-Country Address - Must inlcude applicant wet or electronic signature. Typed name will not be accepted.
Philippines	Nationwide	\$44.00	8	Complete In-Country Address- 10 years of address history preferred
Poland	Nationwide (Police)	\$85.00	20	Government ID National ID (any country), Passport, or US Driver's License Special Release: Two forms; wet ink signature required

Portugal	Nationwide (Police)	\$05.00	22	Color Copy of Valid ID*  Citizens- Copy (front and back) of Portugal National ID/Cartão de Cidadão, Copy (front and back) of Portuguese Citizen Card, or Copy of Portuguese Passport.  Non-Citizens- Copy of Foreign Passport, Copy (front and back) of Portuguese Residence Card, or Copy (front and back) of EU National ID card  Special Release: The ID the candidate lists on this form must match the copy of ID submitted. Also, the form must be filled out in blue ink and signed in blue ink (form cannot be typed). The form must also be saved in pdf format. Photograph copies of any kind are not acceptable, the form must be scanned. Phone Apps that turn a photograph into a scanned PDF file are NOT acceptable as the PDF was originated from a Camera photo of the document (e.g., CamScanner).  *If the candidate's ID does not have his/her signature on it, please also provide another
		\$95.00		Complete In-Country Address
Qatar	Nationwide		12	Copy of 10° Claires (Product State Copy of 10° Claires Copy of 10° Claires Copy of Qatar National ID, Qatar Passport, Qatar Driver's License Foreigners-Copy of Qatar Residence Permit, Qatar Driver's License, or Foreign Passport
		\$199.00		*Front and back copies are required for double-sided IDs.
	National Level	\$39.00	5-7	Last Known Romania Address
	Nationwide	\$216.00	7	Copy of ID
	Local Level (Crimea Only) National & Local Level	\$109.00 \$99.00	3-7 3-7	
	Nationwide	\$174.00	15	Complete In-Country Address Copy (front and back) of Rwanda National ID, Copy of Foreign or Rwanda Passport, or Copy of US Driver's License
Saint Martin	Nationwide	\$73.00	4	Full Name (Hrist and last name must match ID copy provided) Complete In-Country Address- if current address is not in Saint Martin Candidate's Email Address- if current address is not in Saint Martin Clatens- Copy of Passport or France National ID (Carte National d'identite (CNI) Foreigners- Copy of Foreign Passport, France Temporary Residence Permit, France Resident Card, or Residence Certificate of an Algerian National. Please note: Identification provided MUST be valid (not expired). Candidate's name (first and last name) must match the name on the ID. Alias names are NOT accepted.
Saint Vincent and Grenadines	Nationwide	\$73.00	15	Complete In-Country Address
	Nationwide	\$92.00	7	Complete In-Country Address
	Nationwide		10	Copy of National ID (Front and Back) or Passport Complete In-Country Address
	Nationwide	\$217.00	10	Complete In-Country Address Copy of Government ID Citizens: Copy (front and back) of Sao Tome and Principe National ID or Copy of Sao Tome and Principe Passport
Saudi Arabia (current Citizen)	Nationwide	\$115.00	4-9	Non-Citizens: Copy of Foreign Passport Government ID
	Nationwide	\$195.00	8	Saudi Arabia current residential address  Copy of Valid Saudi Arabia National ID or Valid Foreign Passport (expired is not accepted)
	Nationwide	\$139.00	15	Father's Full Name Mother's Full Name (Including Maiden Name) Complete In-Country Address Copy of Senegal National ID or Senegal or Foreign Passport* *Front and back copies are required for double-sided IDs.
Serbia	Nationwide	\$142.00	10	Complete In-Country Address Citizens: Personal Identification Number (13 digits- located on the backside of the Serbia National ID or on the Serbia passport) Non-Citizens: Copy (front and back) of Serbia Residence Permit or Copy of Passport
Seychelles	National Level	\$79.00	4-9	
Sierra Leone	Local	\$171.00	12	Complete In-Country Address
0 1	N/A			Complete In Country Address
Sint Maarten	Nationwide	\$73.00	7	Complete In-Country Address
Slovakia (Slovak Republic)	Nationwide	\$140.00	10	Complete In-Country Address Copy of National ID or Passport  Complete In-Country Address
Slovenia	Nationwide	\$153.00	10	Copy of Slovenia National ID or Slovenia or Foreign Passport
Solomon Islands	Nationwide	\$117.00	10	Complete In-Country Address
iomalia	Nationwide		15	Complete In-Country Address Copy of National ID or Passport
	Nationwide	\$178.00	7	Complete In-Country Address SA National ID Number or Copy Passport or Copy Foreign Drivers License for a non-citizen (A valid asylum temporary permit and refugee papers with a number will be accepted as ID if the candidate doesn't possess a SA ID or passport.)  * Please note: No other ID information will be accepted other than the ones listed above.
South Korea	Local	\$69.00	5-10+	South Korea Resident Registration # Complete In-Country Address
Spain	Nationwide D/B	\$84.00	4	Complete In-Country Address
	Local	\$125.00	10	Complete In-Country Address
	Nationwide		15	Complete In-Country Address Copy of National ID or Passport (preferred)
		\$63.00		Complete In-Country Address
	Nationwide	\$104.00	8	Complete In-Country Address
	Nationwide Nationwide	\$73.00	15	Complete In-Country Address  Copy of ID*  Citizens- Copy of Sudan National ID or Sudan Passport  Non-citizens- Copy of Foreign Passport or US Driver's License  *Front and back copies are required for double-sided IDs. Expired identification is acceptable for this service
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Swaziland	Local Level	\$79.00	5-7	Secretaria de la companya del companya de la companya del companya de la companya
Sweden	Nationwide (Police)	\$85.00	20	Complete in-country address Copy of Sweden National ID (front and back) or Sweden Passport for citizens; Copy of Passport for Non-Citizens* Special Release - Must include a wet ink signature *A copy of the candidate's birth certificate can be used if the candidate does not have a passport
Switzerland	Nationwide (Police)	\$85.00	15	Mother's Full Name Including Maiden Name (required on special form) Father's Full Name (required on special form) Place of Birth Complete In-Country Address- if current address is not a Switzerland address Copy of ID* Citizens- Copy of Switzerland National ID or Switzerland Passport Foreigners- Copy of Foreign Passport, EU National ID Card, or Switzerland Residence Permit Special Release: wet ink signature required *If the ID provided is double-sided, copies of both sides are required. Expired ID Documents are acceptable for this service
Syria	Nationwide	\$25.00	14	Complete In-Country Address
Taiwan, Province Of China	Nationwide	\$35.00 \$79.00	3-7	Passport # (non-citizen) Taiwan Identification Card # (citizen) First and Last Name Written in Chinese Characters
Tajikistan	Nationwide	\$119.00	3-7	Complete In-Country Address Copy (front and back) of Tajikistan National ID or Copy of Tajikistan or Foreign Passport
Tanzania, United Republic Of	Nationwide	\$156.00	9	Complete In-Country Address (last registered address) Copy of National ID or Passport (preferred)
Thailand	Nationwide (Citizens Only)	\$85.00	3-5	Thailand Identification Card #
Thailand	Nationwide (Non-Citizen)	\$85.00	3-5	
Timor-Leste	Local	\$97.00	5	Complete In-Country Address
Тодо	Nationwide	\$174.00	11	Special Release Form: must include a wet ink signature. TWO Copies of ID Citizens: Copy (front and back) of Togo National ID or Togo Passport AND Copy of Birth Certificate Citizens Born Abroad: Copy of Passport AND Copy of Birth Certificate (must be translated into French by a certified translator) Foreigners: Copy of Foreign Passport AND Copy (front and back) of Togo Residence Permit Foreigners: born in Togo: Copy of Passport AND Copy of Birth Certificate  *Front and back copies are required for double-sided IDs and Expired Identification is acceptable for this service
Tonga	National	\$85.00	2-5	
Trinidad & Tobago	Nationwide	\$71.00	9	Complete In-Country Address Copy of ID Preferred Citizens: Copy (front and back) of Trinidad and Tobago National ID or Passport Foreigners: Foreign Passport or US Driver's License
Tunisia	Nationwide	\$164.00	27	Mobile Phone Number* (only required for candidates currently living in Tunisia) Mother's Full Name Father's Full Name Paternal Grandfather's First Name Place of Birth (Town/City/Country) Complete In-Country Address- if current address is not a Tunisia address Copy (front and back) of National ID or Copy of Tunisia or Foreign Passport "IMPORTANT: For candidates currently living in Tunisia, The certificate will be delivered to the candidate's local post office. Once received, the local post office will notify the candidate via phone call, to come and pick up the certificate. For candidates residing outside of Tunisia, the certificate will be sent to the current address listed in the NetForce system. Please make sure the candidate's current address is complete and accurate and a phone number is provided in the transaction to avoid delays in processing.
Turkey	Nationwide	\$132.00	13-15	Father's Full Name Mother's Full Name Mother's Full Name Complete In-Country Address Citizen ID Requirement- Copy (front and back) of Turkish National ID (Türkiye Cumhuriyeti Kimlik Kartı). A Copy (front and back) of a Turkish Driver's License or a Copy of a Turkish Passport are only acceptable if they contain the candidate's Kimlik number (11-digits). Foreigner ID Requirement- Copy of Foreign Passport plus Turkish Personal ID Number (11-digits) if applicable.*  "If the candidate has ever resided in Turkey for 6 months or longer, the candidate will have a foreign Turkish Personal ID Number (11-digit number). In this case, it is mandatory that a copy of the candidate's passport along with the 11-digit Turkey identification number be provided.  Complete In-Country Address
Turkmenistan	Nationwide	\$153.00	10	Copy of National ID or Passport
Turks & Caicos Islands	Local	\$106.00	15	Complete In-Country Address
Tuvalu	Nationwide	\$132.00	15	
Uganda	Nationwide	\$136.00	15	Complete In-Country Address ID Requirement* Citizens- Uganda National ID Number (copy of ID preferred), Uganda Passport Number (copy of ID preferred), or Copy of Uganda Driver's License Non-Citizens- Passport Number with issuing country or Foreign National ID Number with issuing country (copy of ID preferred) or Copy of Residence Permit (any country), or Copy of Driver's License (any country), or Copy of Driver's License (any country) are full Address of Refugee Camp *Front and back copies are required for double-sided Identification  *Front and back copies are required for double-sided Identification
Ukraine	National Level	\$109.00	3-7	
United Arab Emirates	Local		9	Complete In-Country Address (P.O. box number accepted)
United Kingdom (England & Wales - London Only)	Local Level	\$178.00 \$69.00	10-20+	
United Kingdom (England & Wales - Outside London)	Local Level	\$75.00	10-20+	
United Kingdom (Northern Ireland - Belfast Only)	Local Level	\$69.00	10-20+	
United Kingdom (Northern Ireland - Outside Belfast)	Local Level	\$95.00	20-30+	

United Kingdom (Scotland - Edinburgh Only)	Local Level	\$69.00	8-20+	
United Kingdom (Scotland - Outside Edinburgh)	Local Level	\$95.00	11-20+	
Uruguay	Nationwide	\$116.00	15	Complete In-Country Address Mother's Maiden Name
Uzbekistan	Nationwide	\$116.00	15	Complete In-Country Address Copy of National ID or Passport
Vanuatu	Nationwide	\$104.00	15	Complete In-Country Address
Venezuela	National Level (Citizens Only)	\$129.00		Mother's Maiden Name Venezuela Cédula de Identidad #
Venezuela	National Level (Non-Citizens)	\$129.00	/-1()	Mother's Maiden Name Passport #
Vietnam	Nationwide	\$100.00	10	Complete In-Country Address
Virgin Islands (British)	Nationwide	\$46.00	6	Complete In-Country Address Copy of National ID or Passport
Yemen	Nationwide	\$178.00		Complete In-Country Address Copy (front and back) of Yemen National ID or Copy of Yemen or Foreign Passport
Zambia	Nationwide	\$174.00		Complete In-Country Address Preferred: Copy of ID (Zambia National ID, Zambia or Foreign Passport, Zambia or Foreign Driver's License)
Zimbabwe	Nationwide	\$116.00	10	Complete In-Country Address



There are over 3,000 counties nationwide, a small percentage of those charge additional administrative court fees. These fees are "pass-thru" and subject to change without notice. First Choice will communicate these changes as soon as we are notified. Please review the list of counties/states below for details.

Quick Links: Criminal Civil

### **CRIMINAL**

STATE	JURISDICTION	FEE
ALABAMA	STATEWIDE	\$1.00
	ALL COUNTIES	\$1.00
ALASKA	STATEWIDE	NO FEE
ARIZONA	STATEWIDE	NO FEE
ARKANSAS	STATEWIDE	\$22.00
	BRADLEY	\$6.00
	CALHOUN	\$5.00
	CARROLL	\$1.00
	CHICOT	\$5.00
	CLARK	\$10.00
	CLAY	\$12.00
	CLEBURNE	\$5.00
	CONWAY	\$5.00
	CROSS	\$10.00
	DESHA	\$5.00
	FRANKLIN	\$5.00
	GRANT	\$10.00
	GREENE	\$5.00
	HEMPSTEAD	\$5.00
	HOWARD	\$1.00
	IZARD	
		\$6.00
	JEFFERSON	\$5.00
	JOHNSON	\$5.00
	LAFAYETTE	\$10.00
	LAWRENCE	\$5.00
	LEE	\$20.00
	MILLER	\$5.00
	MISSISSIPPI	\$4.00
	NEVADA	\$6.00
	OUACHITA	\$5.00
	PERRY	\$5.00
	PHILLIPS	\$5.00
	POPE	\$3.00
	RANDOLPH	\$6.00
	SAINT FRANCIS	\$5.00
	SHARP	\$6.00
	WASHINGTON	\$5.00
	YELL	\$3.00
CALIFORNIA	STATEWIDE	UNAVAILABLE
	ALPINE	\$15.00
	AMADOR	\$15.00
	HUMBOLDT	\$15.00
	INYO	\$15.00
	LASSEN	\$15.00
	LOS ANGELES	\$5.00
	MARIPOSA	\$15.00
	MODOC	\$15.00
	MONO	\$15.00
	SACRAMENTO	\$15.00
	SIERRA	\$15.00
	TRINITY	\$15.00
	STATEWIDE	\$6.70
COLORADO	I STATEWIDE	30.7U

	ALL OTHER COUNTIES	\$2.20
CONNECTICUT	STATEWIDE	NO FEE
DELAWARE	STATEWIDE	NO FEE
DISTRICT OF COLUMBIA	STATEWIDE	UNAVAILABLE
FLORIDA	STATEWIDE	\$25.00
	SUWANNEE	\$20.00
	TAYLOR	\$20.00
GEORGIA	STATEWIDE*	\$1.00
HAWAII	STATEWIDE	\$5.00
	ALL COUNTIES	\$5.00
IDAHO	STATEWIDE	NO FEE
ILLINOIS	STATEWIDE	\$10.00
INDIANA	STATEWIDE	\$16.32
IOWA	STATEWIDE	NO FEE
KANSAS	STATEWIDE	\$30.00
	ALL COUNTIES	\$4.00
	(other than Johnson)	
KENTUCKY	STATEWIDE	\$27.50
LOUISIANA	STATEWIDE	UNAVAILABLE
	CAMERON	\$20.00
	CATAHOULA	\$20.00
	EVANGELINE	\$5.00
	ORLEANS	\$10.00
	TENSAS	\$20.00
MAINE	STATEWIDE	\$31.00
	ALL COUNTIES	\$31.00
MARYLAND	STATEWIDE	NO FEE
MASSACHUSETTS	STATEWIDE	NO FEE
MICHIGAN	STATEWIDE	\$10.00
	ALCONA	\$20.00
	ALGER	\$20.00
	ALLEGAN	\$5.00
	ARENAC	\$10.00
	BENZIE	\$3.00
	BERRIEN	\$10.00
	BRANCH	\$10.00
	CHARLEVOIX	\$10.00
	DELTA	\$40.00
	DICKINSON	\$10.00
	HURON	\$15.00
	IOSCO	\$10.00
	KALKASKA	\$10.00
	KEWEENAW	\$20.00
	MACKINAC	\$10.00
	MECOSTA	\$10.00
	MISSAUKEE	\$5.00
	OGEMAW	\$5.00
	ONTONAGON	\$15.00
	OSCEOLA	\$5.00
	OSCODA	\$20.00
	OTSEGO	\$5.00
	ROSCOMMON	\$5.00
AMMINISCOTA		
MINNESOTA MISSISSIPPI	STATEWIDE STATEWIDE	NO FEE \$15.00

Last Revised: 02/04/2025



Mississippi Continued	BENTON	\$10.00
1411331331ppi continucu	GEORGE	\$10.00
	GREENE	\$10.00
	HANCOCK	\$15.00
	HOLMES	\$3.50
	JACKSON	\$1.00
		· ·
	MADISON	\$6.00
	PERRY	\$15.00
	STONE	\$10.00
	TIPPAH	\$2.50
	WARREN	\$10.00
MISSOURI	STATEWIDE	NO FEE
	JOHNSON	\$10.00
	LACLEDE	\$10.00
	SAINT LOUIS	\$5.00
MONTANA	STATEWIDE	\$20.00
	BEAVERHEAD	\$24.00
	BIG HORN	\$39.00
	BLAINE	\$28.00
	BROADWATER	\$28.00
	CARBON	\$24.00
	CARTER	\$28.00
	CASCADE	\$10.00
	CHOUTEAU	\$28.00
	CUSTER	\$39.00
	DANIELS	\$28.00
	DAWSON	\$28.00
	DEER LODGE	\$19.00
	FALLON	\$39.00
	FERGUS	\$15.00
	FLATHEAD	\$39.00
	GALLATIN	\$39.00
	GARFIELD	\$39.00
	GLACIER	\$28.00
	GOLDEN VALLEY	\$39.00
	GRANITE	\$21.00
	HILL	\$39.00
	JEFFERSON	\$34.00
	JUDITH BASIN	\$28.00
	LAKE	\$10.00
	LEWIS & CLARK	\$28.00
	LIBERTY	\$28.00
	LINCOLN	\$14.00
	MADISON	\$28.00
	MCCONE	\$39.00
	MEAGHER	\$28.00
	MINERAL	\$39.00
	MISSOULA	\$24.00
	MUSSELSHELL	\$39.00
	PARK	\$39.00
	PETROLEUM	\$28.00
	PHILLIPS	\$14.00
	PONDERA	\$17.50
	POWDER RIVER	\$39.00
	POWELL	\$39.00
	PRAIRIE	\$19.00
	RAVALLI	\$24.00
	RICHLAND	\$39.00
	ROOSEVELT	\$28.00
_	ROSEBUD	\$24.00

S   S   S   S   S   S   S   S   S   S	SHERIDAN SILVER BOW STILLWATER SWEET GRASS FETON FOOLE FREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$28.00 \$24.00 \$28.00 \$28.00 \$17.50 \$29.00 \$39.00 \$28.00 \$28.00 \$28.00
S   S   S   S   S   S   S   S   S   S	STILLWATER SWEET GRASS TETON TOOLE TREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$28.00 \$28.00 \$17.50 \$29.00 \$39.00 \$28.00 \$28.00 \$28.00
S S S S S S S S S S S S S S S S S S S	SWEET GRASS TETON TOOLE TREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$28.00 \$17.50 \$29.00 \$39.00 \$28.00 \$28.00 \$28.00
T T T T T T T T T T T T T T T T T T T	TETON TOOLE TREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$17.50 \$29.00 \$39.00 \$28.00 \$28.00 \$28.00
T T T T T T T T T T T T T T T T T T T	TOOLE TREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$29.00 \$39.00 \$28.00 \$28.00 \$28.00
NEBRASKA S NEVADA S	TREASURE VALLEY WHEATLAND WIBAUX STATEWIDE	\$39.00 \$28.00 \$28.00 \$28.00
NEBRASKA S NEVADA S	VALLEY WHEATLAND WIBAUX STATEWIDE	\$28.00 \$28.00 \$28.00
NEBRASKA S NEVADA S	WHEATLAND WIBAUX STATEWIDE	\$28.00 \$28.00
NEBRASKA S NEVADA S	WIBAUX STATEWIDE	\$28.00
NEBRASKA S NEVADA S	STATEWIDE	
NEVADA S		
	TATELAUDE	\$1 PER CASE
l (	STATEWIDE	UNAVAILABLE
	CARSON CITY	\$15.00
	CHURCHILL	\$15.00
	CLARK	\$10.00
	DOUGLAS	\$15.00
	ELKO	\$15.00
E	ESMERALDA	\$10.00
	EUREKA	\$15.00
	HUMBOLDT	\$10.00
	ANDER	\$15.00
	LINCOLN	\$15.00
	LYON	\$15.00
	MINERAL	\$15.00
	NYE	\$15.00
	PERSHING	\$10.00
	STOREY	\$15.00
	WASHOE	\$20.00
	WHITE PINE	\$15.00
	STATEWIDE	\$25.00
	BELKNAP	\$20.00
	CARROLL	\$20.00
	CHESHIRE	\$20.00
	COOS	\$20.00
	GRAFTON	\$20.00
	HILLSBOROUGH MERRIMACK	\$40.00 \$20.00
	ROCKINGHAM	·
	STRAFFORD	\$20.00 \$20.00
	SULLIVAN	\$20.00
	STATEWIDE	\$4.00
	ALL COUNTIES	\$4.00
	STATEWIDE	NO FEE
1	STATEWIDE	\$98.00
	ALL COUNTIES	\$98.00
	STATEWIDE	NO FEE
	MECKLENBURG	\$25.00
	STATEWIDE	NO FEE
	STATEWIDE**	UNAVAILABLE
	STATEWIDE	NO FEE
	STATEWIDE	\$10.00
	STATEWIDE	NO FEE
	CAMBRIA	\$5.00
	CUMBERLAND	\$19.00
	DELAWARE	\$10.00
	NDIANA	\$10.75
	LUZERNE	\$15.00
	SCHUYLKILL	\$10.00
	STATEWIDE	\$15.00

Please be advised that fees are subject to change without notice. First Choice will notify our clients of any changes made once we are notified by the state/county.



Duranta Diaa Cantinuad	ALL COUNTIES	Ć1F 00
Puerto Rico Continued	ALL COUNTIES	\$15.00
RHODE ISLAND	STATEWIDE	NO FEE
SOUTH CAROLINA	STATEWIDE	\$26.00
	BEAUFORT	\$10.00
SOUTH DAKOTA	STATEWIDE	\$20.00
	ALL COUNTIES	\$20.00
TENNESSEE	STATEWIDE	\$29.00
	BENTON	\$5.00
	BLEDSOE	\$5.00
	CARROLL	\$5.00
	HOUSTON	\$10.00
	HUMPHREYS	\$10.00
	JOHNSON	\$10.00
	KNOX	\$15.00
	MARION	\$3.00
TEXAS	STATEWIDE	\$3.00
	HANSFORD	\$13.00
UTAH	STATEWIDE	\$0.15
	ALL COUNTIES	\$0.15
VERMONT	STATEWIDE	\$30.00
VIRGINIA	STATEWIDE	UNAVAILABLE
WASHINGTON	STATEWIDE	\$0.15
	ALL COUNTIES	\$0.15
WEST VIRGINIA	STATEWIDE	UNAVAILABLE
WISCONSIN	STATEWIDE	NO FEE
WYOMING	STATEWIDE**	UNAVAILABLE
	ALBANY	\$20.00
	BIG HORN	\$20.00

Wyoming Continued	CAMPBELL	\$20.00
	CARBON	\$20.00
	CONVERSE	\$20.00
	CROOK	\$20.00
	FREMONT	\$20.00
	GOSHEN	\$20.00
	HOT SPRINGS	\$20.00
	JOHNSON	\$20.00
	LARAMIE	\$20.00
	LINCOLN	\$20.00
	NATRONA	\$10.00
	NIOBRARA	\$20.00
	PARK	\$20.00
	PLATTE	\$20.00
	SHERIDAN	\$20.00
	SUBLETTE	\$20.00
	SWEETWATER	\$20.00
	TETON	\$20.00
	UINTA	\$20.00
	WASHAKIE	\$20.00
	WESTON	\$20.00

<sup>\*</sup> Requires signed authorization and/or U.S. Mail processing

<sup>\*\*</sup>Fingerprints and/or notarized form required



### **CIVIL**

OIVIE		
STATE	JURISDICTION	FEE
ALABAMA	ALL COUNTIES	\$1.65
ARKANSAS	BRADLEY	\$6.00
	CALHOUN	\$5.00
	CARROLL	\$1.00
	CHICOT	\$5.00
	CLARK	\$10.00
	CLAY	\$12.00
	CLEBURNE	\$5.00
	CROSS	\$10.00
	DESHA	\$5.00
	FRANKLIN	\$5.00
	GREENE	\$5.00
	HEMPSTEAD	\$5.00
	IZARD	\$6.00
	JEFFERSON	\$5.00
	JOHNSON	\$5.00
	LAFAYETTE	\$10.00
	LAWRENCE	\$5.00
	LEE	\$20.00
	MILLER	1
		\$5.00
	MISSISSIPPI	\$4.00
	NEVADA	\$6.00
	OUACHITA	\$5.00
	PERRY	\$5.00
	PHILLIPS	\$5.00
	POPE	\$3.00
	RANDOLPH	\$6.00
	SAINT FRANCIS	\$5.00
	SHARP	\$6.00
	WASHINGTON	\$5.00
	YELL	\$3.00
CALIFORNIA	ALAMEDA	\$1.00
	TRINITY	\$15.00
COLORADO	DENVER	\$5.35
	ALL OTHER COUNTIES	\$2.45
FLORIDA	SUWANNEE	\$14.00
	TAYLOR	\$14.00
GEORGIA	HARRIS	\$5.00
KANSAS	ALL COUNTIES	\$4.00
	(other than Johnson)	
LOUISIANA	EVANGELINE	\$5.00
MAINE	ANDROSCOGGIN	\$41.00
	AROOSTOOK	\$20.50
	CUMBERLAND	\$20.50
	FRANKLIN	\$20.50
	HANCOCK	\$20.50
	KENNEBEC	\$20.50
	KNOX	\$20.50
	LINCOLN	\$20.50
	OXFORD	\$20.50
	PENOBSCOT	\$20.50
	PISCATAQUIS	\$20.50
	SAGADAHOC	\$20.50
	SOMERSET	\$20.50
	WALDO	\$20.50
	WASHINGTON	\$20.50
	WASHINGTON	\$20.5U

Maine Continued	YORK	\$41.00
MICHIGAN	ALCONA	\$20.00
	ALGER	\$20.00
	ALLEGAN	\$5.00
	ARENAC	\$10.00
	BENZIE	\$3.00
	BERRIEN	\$10.00
	BRANCH	\$10.00
	CHARLEVOIX	\$10.00
	DELTA	\$40.00
	DICKINSON	\$10.00
	HURON	\$10.00
	IOSCO	\$10.00
	KALKASKA	\$10.00
	KEWEENAW	\$20.00
	MACKINAC	\$10.00
	MECOSTA	\$10.00
	MISSAUKEE	\$5.00
	OGEMAW	\$5.00
	ONTONAGON	\$15.00
	OSCEOLA	\$5.00
	OSCODA	\$20.00
	OTSEGO	\$5.00
	ROSCOMMON	\$5.00
MISSISSIPPI	BENTON	\$10.00
	GEORGE	\$12.50
	GREENE	\$10.00
	HANCOCK	\$10.00
	HOLMES	\$2.80
	MADISON	\$6.00
	PERRY	\$15.00
	WARREN	\$5.00
MONTANA	BEAVERHEAD	\$24.00
	BIG HORN	\$39.00
	BLAINE	\$28.00
	BROADWATER	\$28.00
	CARBON	\$24.00
	CARTER	\$28.00
	CASCADE	\$10.00
	CHOUTEAU	\$28.00
	CUSTER	\$39.00
	DANIELS	\$28.00
	DAWSON	\$28.00
	DEER LODGE	\$19.00
	FALLON	\$39.00
	FERGUS	\$15.00
	FLATHEAD	\$39.00
	GALLATIN	\$39.00
	GARFIELD	\$39.00
	GLACIER	\$28.00
	GOLDEN VALLEY	\$39.00
	GRANITE	\$21.00
	HILL	\$39.00
	JEFFERSON	\$34.00
	JUDITH BASIN	\$28.00
	LAKE	\$10.00
	LEWIS & CLARK	\$28.00
	LL VVID & CLARK	<b>γ20.00</b>

Please be advised that fees are subject to change without notice. First Choice will notify our clients of any changes made once we are notified by the state/county.



Montana Continued	LIBERTY	\$28.00
	LINCOLN	\$14.00
	MADISON	\$28.00
	MCCONE	\$39.00
	MEAGHER	\$28.00
	MINERAL	\$39.00
	MISSOULA	\$24.00
	MUSSELSHELL	\$39.00
	PARK	\$39.00
	PETROLEUM	\$28.00
	PHILLIPS	\$14.00
	PONDERA	\$17.50
	POWDER RIVER	\$39.00
	POWELL	\$39.00
	PRAIRIE	\$19.00
	RAVALLI	\$24.00
	RICHLAND	\$39.00
	ROOSEVELT	\$28.00
	ROSEBUD	\$24.00
	SANDERS	\$39.00
	SHERIDAN	\$28.00
	SILVER BOW	\$24.00
	STILLWATER	\$28.00

Montana Continued	SWEET GRASS	\$28.00
	TETON	\$17.50
	TOOLE	\$29.00
	TREASURE	\$39.00
	VALLEY	\$28.00
	WHEATLAND	\$28.00
	WIBAUX	\$28.00
NEBRASKA	ALL COUNTIES	\$0.50
NEW HAMPSHIRE	ALL COUNTIES	\$40.00
NEW YORK	MADISON	\$20.00
NORTH CAROLINA	ALL COUNTIES	\$1.60
SOUTH DAKOTA	ALL COUNTIES	\$20.00
TENNESSEE	BENTON	\$5.00
	BLEDSOE	\$5.00
	HOUSTON	\$10.00
	HUMPHREYS	\$10.00
	JOHNSON	\$10.00
	KNOX	\$15.00
	MARION	\$3.00
UTAH	ALL COUNTIES	\$0.20
WASHINGTON	ALL COUNTIES	\$5.00
WYOMING	ALL COUNTIES	\$20.00
	NATRONA	\$10.00

### MVR State Access Fees



Standard Requirements: License # and Last Name

Standard Requirements: License # and Last Name						
State	MVR Type	State	History	Points	Turnaround	Additional
		Access	Access	Reported	Time	Requirements
ALABAMA	STANDARD	\$10.00	3 years	No	Instant	
ALASKA	STANDARD	\$10.00	3 years	No	Instant	DOB
ARIZONA	STANDARD	\$6.00	3 years	Yes	Instant	
ARIZONA	EXTENDED	\$8.00	5 years	Yes	Instant	
ARKANSAS	STANDARD	\$12.70	3 years	No	Instant	DOB
CALIFORNIA	STANDARD	\$2.00	3 years	Yes	Instant	
COLORADO	STANDARD	\$6.00	7 years	Yes	Instant	
CONNECTICUT	STANDARD	\$18.00	3 years	No	Instant	
DELAWARE	STANDARD	\$25.00	3 years	Yes	Instant	
DIST. OF COLUMBIA	STANDARD	\$7.00	3 years	Yes	Instant	
DIST. OF COLUMBIA	EXTENDED	\$13.00	10 years	Yes	Instant	First Name; DOB
FLORIDA	STANDARD	\$8.10	3 years	Yes	Instant	
FLORIDA	EXTENDED	\$10.10	7 years	Yes	Instant	
FLORIDA	UNLIMITED	\$10.10	Unlimited	Yes	Instant	
GEORGIA	STANDARD	\$6.00	3 years	Yes	Instant	First Name; DOB
GEORGIA	EXTENDED	\$8.00	7 years	Yes	Instant	First Name; DOB
HAWAII	STANDARD	\$23.00	,	No	24 hours	First Name; DOB
IDAHO	STANDARD	\$23.00	3 years	Yes	Instant	DOB
ILLINOIS		\$20.00	3 years	No		DOB
	STANDARD		3 years		Instant	First Names DOD
INDIANA	STANDARD	\$10.00	3 years	Yes	Instant	First Name; DOB
IOWA	STANDARD	\$10.30	3 years	No	Instant	
KANSAS	STANDARD	\$16.70	3 years	No	Instant	
KENTUCKY	STANDARD	\$6.00	3 years	Yes	Instant	
LOUISIANA	STANDARD	\$18.00	3 years	No	Instant	
MAINE	STANDARD	\$7.00	3 years	Yes	Instant	
MAINE	EXTENDED	\$12.00	10 years	Yes	Instant	
MARYLAND	STANDARD	\$15.00	3 years	Yes	Instant	
MASSACHUSSETS	STANDARD	\$8.00	3 years	Yes	Instant	
MICHIGAN	STANDARD	\$15.00	3 years	Yes	Instant	
MINNESOTA	STANDARD	\$5.00	3 years	No	Instant	
MISSISSIPPI	STANDARD	\$14.00	3 years	No	Instant	DOB
MISSOURI	STANDARD	\$5.88	3 years	Yes	24 hours	
MONTANA	STANDARD	\$7.87	3 years	Yes	Instant	First Name; DOB
NEBRASKA	STANDARD	\$7.50	3 years	Yes	Instant	
NEVADA	STANDARD	\$7.00	3 years	No	Instant	
NEW HAMPSHIRE	STANDARD	\$17.00	3 years	Yes	Instant	First Name; DOB
NEW JERSEY	STANDARD	\$12.00	3 years	Yes	Instant	
NEW MEXICO	STANDARD	\$6.50	3 years	Yes	Instant	
NEW YORK	STANDARD	\$7.00	3 years	Yes	Instant	
NORTH CAROLINA	STANDARD	\$12.75	3 years	Yes	Instant	
NORTH CAROLINA	EXTENDED	\$12.75	7 years	Yes	Instant	
NORTH DAKOTA	STANDARD	\$3.00	3 years	Yes	Instant	
OHIO	STANDARD	\$5.00	3 years	Yes	24 hours	First Name
OKLAHOMA	STANDARD	\$27.50	3 years	No	Instant	First Name; DOB
OREGON	STANDARD	\$13.99	3 years	No	Instant	DOB
PENNSYLVANIA	STANDARD	\$14.00	10 years	No	24 hours	First Name; DOB; SSN
RHODE ISLAND	STANDARD	\$21.00	3 years	No	Instant	
SOUTH CAROLINA	STANDARD	\$7.25	3 years	Yes	Instant	
SOUTH CAROLINA	EXTENDED	\$7.25	10 years	Yes	Instant	
SOUTH DAKOTA	STANDARD	\$5.00	3 years	No	Instant	
TENNESSEE	STANDARD	\$7.50	3 years	No	Instant	
TEXAS		\$6.50	,			DOB
	STANDARD		3 years	No No	Instant	
TEXAS	CDL	\$7.50	5 years	No	Instant	DOB
UTAH	STANDARD	\$11.00	3 years	No	Instant	
VERMONT	STANDARD	\$21.00	3 years	No	Instant	
VIRGINIA	STANDARD	\$8.00	3 years	Yes	Instant	

WASHINGTON	STANDARD	\$15.00	5 years 7 years Major Violations	No	Instant	
WEST VIRGINIA	STANDARD	\$12.50	3 years	Yes	Instant	
WISCONSIN	STANDARD	\$7.00	3 years	Yes	Instant	
WYOMING	STANDARD	\$10.00	3 years	No	Instant	
WYOMING	CDL	\$10.00	10 years	No	Instant	

These fees are "pass-thru" and subject to change without notice. First Choice will communicate these changes as soon as we are notified.

1/27/2025

## EXHIBIT "B" First Choice Client Agreement



This Client Agreement ("Agreement") is made and e	entered into by and between First Choice Research and
Investigations, LLC doing business as First Choice	ce Background Screening ("First Choice"), 4611 S.
University Drive #314, Davie, FL. 33328, and	("Client"),
located at	This Agreement shall be effective on the date of
the last signature below (the "Effective Date").	

#### 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. <u>Identification of Permissible Purpose For Receiving Reports</u>. 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.

- **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. <u>Disclosure</u>. 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. <u>Written Consent</u>. Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- **D.** <u>EEO Law and Regulation Compliance</u>. 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.
- Ε. 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.
- 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.

- Investigative Consumer Report Information. If Client chooses to order Investigative A. 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. <u>Criminal History Information</u>. 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.
- C. 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.
- D. The Work Number. Client acknowledges that special requirements are imposed by Talx Corporation before access to "The Work Number" may be provided by First Choice. If Client chooses to order such information from First Choice, Client agrees to comply with the terms for "Subscribers" identified on the provided addendum.
- **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. <u>Limit Access Within Organization</u>. 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.** <u>Limit Distribution Outside of Organization</u>. 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. First Choice's Services and Obligations.

**A.** <u>Compliance with Applicable Laws</u>. 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.
- C. <u>Administrative Role As To Adverse Action Correspondence</u>. 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.

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.

6. 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.

7. 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.

## 8. Warranties and Remedies.

- 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.
- В. 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.

## 9. <u>Miscellaneous</u>.

- **A.** <u>Counterparts</u>; <u>Facsimile Signatures</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **B.** <u>Independent Contractor</u>. 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.

- C. Address Change. Client shall notify First Choice if Client changes its name or address.
- **D.** <u>Information for "Vetting Purposes"</u>. 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.
- **E.** <u>General Legal Compliance</u>. Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from First Choice.
- **F.** 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 this Agreement.
- G. Audits. First Choice shall have the right to conduct periodic audits of Client's compliance with this 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.
- **H.** <u>Validity of Agreement</u>. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- I. <u>Force Majeure</u>. 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.
- J. <u>No Third-Party Beneficiaries</u>. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- **K.** <u>No Waiver</u>. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- **L.** Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein.
- **M.** <u>Survival</u>. The following provisions shall survive termination of this Agreement: 4, 6, 7, 8, and 9E.

[SIGNATURE PAGE TO FOLLOW]

	t, the individual below hereby certifies that he/she has direct at he/she is authorized to execute this Agreement on behalf
Client's Legal Business Name	First Choice Research and Investigations, LLC
Signature:	Signature:
Name:	Name: Nicole Morales
Title:	Title: <u>CEO</u>
Date:	Date:



Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> 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 <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> 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;
  - o you are the victim of identity theft and place a fraud alert in your file;
  - o your file contains inaccurate information as a result of fraud;
  - o you are on public assistance;
  - o 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 <a href="www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.
- 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.

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

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



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

# NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>. 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. <u>Users Must Have a Permissible Purpose</u>

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 <a href="https://www.consumerfinance.gov/learnmore/">www.consumerfinance.gov/learnmore/</a>.

## 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 <a href="https://www.consumerfinance.gov/learnmore/">www.consumerfinance.gov/learnmore/</a>.

## 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, <u>www.consumerfinance.gov/learnmore</u>, 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. 16811	Section 629	15 U.S.C. 1681y