

## AGREEMENT FOR SERVICES

**1. Purpose, Definitions & Scope of Services.** The undersigned End-User and Administrator are hereby entering into this Agreement with FAESC pursuant to which the End-User may order certain consumer reports from FAESC through Administrator. Both Administrator and End-User hereby represent and warrant to FAESC that the Administrator shall be the agent of the End-User for the limited purpose of organizing, administering, tracking the status of, and ordering consumer reports to be used by the End-User for employment purposes, or the evaluation of contractors to be contracted with to perform services on the End-User's premises or for the End-User. Where End-User is found in the plural it shall refer to all End-Users subscribing to the Administrator's administrative services.

End-User desires to obtain from FAESC certain consumer reports, such as social security number reports, motor vehicle reports ("MVR"), criminal reports, and other consumer related information as made available from time to time by FAESC ("Consumer Reports"). Current availability is further defined in the Scope of Services in the attached Schedule A.

End-User shall be either the plant or the employer that the Consumer initiates the business transaction with. End-User may direct any "Consumer" to obtain a Consumer Report for "Employment Purposes" through its limited agent, the Administrator. "Consumer" is defined as any consumer, individual, applicant, employee, independent contractor, or employee of an independent contractor that will be the subject of a Consumer Report. "Employment Purposes" is defined for purposes of the Agreement as the evaluation of any Consumer for employment, promotion, reassignment or retention as an employee, or the evaluation of any Consumer for retention or reassignment as an independent contractor or employee of an independent contractor to be placed for work on or near End-User's premises.

Administrator shall order such Consumer Reports from FAESC and its certain affiliates, and will instruct FAESC to deliver the Consumer Reports through the manner and location requested by the End-User. As a condition to ordering Consumer Reports, FAESC requires End-User and Administrator to enter into this Agreement, and End-User and Administrator agree to do so in order to obtain such Consumer Reports from FAESC.

**2. End-User's Obligations.** End-User hereby agrees to the following:

- A. If Consumer Reports include motor vehicle information ("MVRs"), End-User shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs. End-User certifies that it has or will have filed all applicable Specific State Forms required by individual states prior to ordering such MVRs from FAESC.
- B. End-User, in ordering and using Consumer Reports for Employment Purposes, understands and shall comply with its obligations under: the applicable federal laws, including but not limited to, the Fair Credit Reporting Act ("FCRA") and section 6 herein, the Americans With Disabilities Act ("ADA"), the Drivers Privacy Protection Act ("DPPA"), and the applicable state laws including but not limited to Specific State Forms (collectively referenced herein as the "Laws").
- C. End-User shall pay the fees and the price for any and all Consumer Reports that are ordered from FAESC to Administrator or to FAESC if Administrator does not accept such payment within thirty (30) days of its receipt of the invoice from Administrator.
- D. When End-User pays FAESC for administrative services such as the mailing of Preadverse or Adverse Action letters, grading Consumer Reports or any other services as identified in Schedule A or as may be offered by FAESC from time to time, End-User hereby appoints FAESC as its limited agent to perform such administrative procedures on End-User's behalf. FAESC's performance of this service shall in no way constitute an employment decision being made by FAESC who is only acting at the request of the End-User. End-User understands and agrees that it shall take full responsibility for making employment decisions on a Consumer.
- E. End-User hereby acknowledges that it will receive personal information about individual Consumers, and, as such, End-User will treat such personal information confidentially and shall further comply with all applicable laws regarding such information including without limitation, privacy laws.

- F. Nothing in this agreement shall be construed to cause any Consumer to become an employee of any End-User and the use of any report by any End-User shall not constitute an act of employment.
- G. End-User shall not order a current employment verification from FAESC without first obtaining the Consumer's permission to contact the Consumer's current employer. Furthermore, End-User shall not order any worker's compensation information on a Consumer unless End-User has made a conditional offer of employment to the Consumer; or use such information in violation of any of the Laws.
- H. Prior to having a Consumer Report ordered, End-User should verify the identity of the subjects of the Consumer Report and comply with its obligations under the Law. Upon reasonable prior written notice, End-User hereby agrees to permit Administrator and/or FAESC to audit End-User's procedures related to this Agreement.
- I. End-User has received copies of the following documents: Consumer's Summary of Rights under the FCRA, FCRA Certification, Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA", Chapter Nine of Technical Assistance Manual (I) for the ADA, and FAESC's current Access Security Requirements (as may be modified by FAESC from time to time), and agrees to comply with such requirements and provide to its employees a copy prior to providing them authority to order or other access to Consumer Reports; and to provide such employees with updates when available.
- J. End-User agree to keep the written authorizations signed by the Consumer required by the Laws for at least 5 years after the date of the report to which such documentation relates and to promptly provide FAESC copies upon its request. Prior to destroying any such authorization, End-User will notify FAESC and provide FAESC a reasonable opportunity to obtain the authorization at their expense
- K. End-User understands and agrees that should End-User not be in compliance with the FCRA or any of the Laws, Administrator or FAESC may immediately suspend or terminate End-User from ordering or receiving any Consumer Reports.

**3. Administrator Obligations.** Administrator hereby agrees to perform and comply with the following when ordering a Consumer Report from FAESC at the request of the Consumer or as the Agent of the End-User:

- A. Educate the Consumer about the procedures for and the requirement of obtaining Consumer Reports to screen for Employment Purposes;
- B. Prior to placing orders for Consumer Reports, it shall comply with the FCRA provisions identified in Section 6 and will verify with the Consumer that the Consumer has received from End-User the proper disclosures and provided the requisite consent or authorization to procure a Consumer Report;
- C. Obtain from the Consumer and provide to FAESC the Consumer's identification information, including the Consumer's physical address and mailing address, if different;
- D. Properly order from FAESC only those Consumer Reports that are requested or required by End-User and only to be used for Employment Purposes;
- E. Advise FAESC of the method and the location where the Consumer Reports are to be delivered to the End-User;
- F. Arrange with FAESC to conduct the Preadverse or Adverse Action procedures, if requested by End-User;
- G. Track the date of the Consumer Report, the Order Number and provide notice to Consumer for an updated Consumer Report; and
- H. Account for all orders placed with FAESC and pay FAESC within 30 days of the date of invoice the amount owed for all Consumer Reports and services that were placed with FAESC according to the agreed upon fees and pricing. Administrator shall in turn allocate such fees to the proper End-User.

**4. FAESC Obligations** FAESC hereby agrees to the following:

- A. Upon Administrator placing an order for a Consumer Report as ordered by End-User, FAESC shall perform such service ordered and will provide the Consumer Report to the End-User at the location specified or in an electronic format such as FAESC's web ordering tool or software.

- B. FAESC will perform any of the services as outlined in the Scope of Services attached in Schedule A as ordered by End-User. With notice that is reasonable under the circumstances, FAESC may from time to time revise such Scope of Services by either deleting or adding services.
- C. If End-User orders administrative services from FAESC, FAESC will perform such procedures as a limited agent of End-User according to the procedures approved by End-User and will not be making any employment decisions for End-User.

**5. FCRA Compliance** End-User and Administrator hereby certifies that with respect to each Consumer Report it orders from FAESC it shall comply with the requirements of the FCRA and outlined in the Employer Certification (attached as Exhibit A). Such certification shall be on-going and apply to each order made by End-User and/or Administrator.

**6. General Obligations.** End-User and Administrator agree not to resell, sub-license, deliver, display or otherwise distribute any Consumer Reports to any third party except as required by law. Neither End-User nor Administrator shall use Consumer Report data attributable to a specific Consumer to directly or indirectly compile, store, maintain, or to develop its own source or database of Consumer Reports.

End-User and Administrator agree that the Consumer Reports ordered will be for the sole use of the End-Users and information will not be shared with any third party.

End-User and Administrator represent that it is not a private detective, detective agency, investigative company, bail bondsman, attorney or law firm, credit or financial counseling firm, "credit repair clinic" (each, a "Restricted Company"), and that End-Users ordering reports through Administrator will be the sole end-users of the Consumer Reports.

Each party shall be responsible for its own compliance with the Laws.

Administrator or FAESC may from time-to-time impose additional reasonable restrictions, procedures or processes upon the use and/or delivery of the Consumer Reports, which it believes to be prudent to ensure compliance with the Laws, The Specific State Forms and/or the security, privacy or confidentiality of the Consumer Reports.

Neither End-User nor Administrator shall use the Internet to market Consumer Reports directly to the Consumer.

**7. Limitation of Liabilities.** End-User and Administrator understand that FAESC obtains the information reported in the Consumer Reports from various third party sources "AS IS" and is therefore providing the information to End-User and Administrator "AS IS". End-User and Administrator acknowledge and understand that this information may be obtained through procedures and means that are fallible and subject to human error. Therefore, FAESC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CONSUMER REPORT, THAT WILL MEET END-USER'S NEEDS, OR THAT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND FAESC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. FAESC SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES FOR LOSS OF PROFITS, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FAESC SHALL USE REASONABLE PROCEDURES TO ACCURATELY REPORT THE INFORMATION IN ACCORDANCE WITH THE FCRA OR OTHER LEGAL LIMITATION FROM THE THIRD PARTY SOURCES, AND THE END-USER'S SOLE REMEDY FOR ANY CONSUMER REPORT ORDERED FROM FAESC SHALL BE THE REPERFORMANCE OF THE CONSUMER REPORT AT NO ADDITIONAL COST.

EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COMPLIANCE WITH THE LAWS AND THE USE OF THE CONSUMER REPORTS, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLDS HARMLESS THE OTHER PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES AND COURT COSTS) BROUGHT AGAINST, OR SUFFERED BY SUCH PARTY ARISING OR RESULTING FROM, OR OTHERWISE IN CONNECTION WITH, ANY BREACH OF ITS COMPLIANCE RESPONSIBILITIES, USE OF THE REPORT, OR OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR AGREEMENTS IN THIS AGREEMENT OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **8. Term and Termination**

**A.** The term of this Agreement shall begin on the Effective Date and will continue for a period of three (3) year(s) from the Effective Date unless earlier terminated, renewed or extended in accordance with the terms of this Agreement. This

Agreement will renew automatically for successive two (2) year periods unless either party gives written notice to the other party of its intent not to renew, in no less than ninety (90) days prior to the end of the previous term.

**B.** By providing thirty (30) days prior written notice, Administrator, FAESC or End-User may immediately terminate this Agreement if any other party materially breaches this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. Any party may terminate this Agreement without cause by providing one hundred and twenty (120) days' prior written notice. FAESC may terminate this Agreement should End-User or Administrator become a debtor in bankruptcy or in an assignment for the benefit of creditors.

**9. Fees.** In consideration of the Consumer Reports supplied herein, End-User agrees to pay the fees or other charges for services as set forth in Schedule B which shall be nonrefundable. End-User agrees to pay for services within thirty (30) days upon receipt of monthly billing and further agrees to pay a finance charge of 1.5% per month or the maximum rate allowed by law for any account in arrears. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs.

## **10. General Provisions**

**A. Severability.** If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**B. Waiver; Modifications.** No waiver by any party of any breach of any of the provisions of this Agreement by another party shall be deemed a waiver of any preceding or succeeding breach of the same or other provision hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. No change or modification may be made to this Agreement except in writing executed by End-User, Administrator and FAESC.

**C. Survival.** Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement, or which expressly states that it shall survive termination of the Agreement, shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied.

**D. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until all parties hereto have duly executed or caused to be duly executed a counterpart of this Agreement. The individuals signing below represent that they are duly authorized to do so by and on behalf of the party for whom they are signing.

**E. Relationship of Parties.** Unless specifically stated in this Agreement and except for the limited agencies specified herein, no party is nor shall be a partner, joint venturer, agent or representative of any other party solely by virtue of this Agreement. No party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of any other party.

**F. No Third Party Rights.** This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

**G. Uncontrollable Events.** No party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond the reasonable control of such party. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay; provided, however, that the party so affected shall give prompt notice to the other parties of such delay. The party so affected, however, shall use its best efforts to avoid or remove such causes of nonperformance and to complete performance of the act delayed, whenever such causes are removed.

**H. Notices.** Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by registered or certified mail, postage prepaid, addressed as shown on the signature page of this Agreement, with a copy to FAESC, Inc., 805 Executive Center Drive West, Suite 300, St. Petersburg, Florida 33702 facsimile: (727) 290-4481, attention: Law Department or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date so delivered, sent by facsimile or mailed.

**I. Miscellaneous.** Headings at the beginning of each section and subsection are solely for convenience and are not intended to be a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one party, but rather as if it were collectively prepared. In the event that any action required by the parties hereto does not occur on a business day, the action shall be taken on the next succeeding business day thereafter. The parties hereto do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and, therefore, there are no third party beneficiaries to this Agreement. The Schedules to this Agreement constitute integral parts of this Agreement and are hereby incorporated into this Agreement by this reference.

**To be completed by End-User**

Agreed to by: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print name)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Administrator**

Agreed to by: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print name)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FAESC**

Agreed to by: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print name)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ACCESS SECURITY REQUIREMENTS

**It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:**

- Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility.
- Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique log-on passwords.
- Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
- The ability to obtain credit information must be restricted to a few key personnel.
- Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.
- Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.
- Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.
- Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).
- Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).
- Software cannot be copied. Software is issued explicitly to you solely to access reports for permissible purposes.
- Your employees will be forbidden to attempt to obtain credit reports on themselves, associates or any other persons, except in the exercise of their official duties.

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, United States Code, imprisoned for no more than 2 years, or both.

**I, ON BEHALF OF THE COMPANY, HEREBY AGREE TO COMPLY WITH THE ACCESS SECURITY REQUIREMENTS NOTED HEREIN. I FURTHER CERTIFY THAT I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED HEREIN AND AM AUTHORIZED BY THE COMPANY TO AGREE TO THESE ITEMS HEREIN ON ITS BEHALF.**

**Agreed to by:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Please print name)

**You/Employer/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date (MM/DD/YYYY):** \_\_\_\_\_

## SCOPE OF SERVICES

Administrator as a limited agent of the End-User/Member ("Member") will order from FAESC Consumer Reports and FAESC will supply Consumer Reports to the End-User with information from the past seven (7) years it retrieves from official sources, if available, and assemble the retrieved information to complete an End-User request for the issuance of a Consumer Report for Employment Purposes. End-User may order Consumer Reports directly from FAESC, but such ordering may be subject to an additional charge if manual data entry is required by FAESC, and FAESC will invoice Administrator for such orders and Administrator hereby agrees to pay for such services under the terms and conditions herein within thirty (30) days of its invoice. Upon its receipt of FAESC's invoice for such direct ordering, Administrator shall invoice End-User of such charge and End-User shall pay for such services within thirty (30) days of invoice.

Administrator will specify what Consumer Reports will be ordered with each request for a Consumer Report to be created for Employment Purposes. Administrator shall be charged for each Consumer Report ordered pursuant to the Fees described in Schedule B.

Ordering of Consumer Reports will occur with the acceptance of a specific order for service(s) designating the type of Consumer Report that is to be obtained along with the required personal data, which Administrator has legally obtained.

For any Consumer that directly seeks a Consumer Report from Administrator, Administrator hereby warrants it has provided the disclosure and obtained the legally necessary permission from Consumer. Administrator shall indemnify and hold harmless FAESC for any claims relating to a violation of the foregoing.

Consumer Reports will contain one or more of the following services offered by FAESC as so specifically ordered by Administrator after obtaining permission from the Consumer and providing full, proper, and legal disclosure. The following services are subject to availability, which may change from time to time.

**THE SCOPE OF THE TIME PERIOD FOR ALL CONSUMER REPORTS ORDERED IS SEVEN (7) YEARS, WHEN AVAILABLE, unless a special consumer report is ordered.**

**County Criminal Records** – Compiled from County Repositories.

**Statewide Criminal Records** – Copies of reports from Statewide Repositories.

**Federal Criminal Records** – Compiled from Federal Courts.

**Municipal Records** – Compiled from Municipal Courts.

**Civil Records** – Compiled from County, or Federal jurisdictions depending on what is ordered. Discloses civil lawsuits filed by or against the applicant.

**Credit Reports** – Retrieved from one of the three major credit bureaus, Equifax, Experian, or TransUnion.

**Social Security Number** – Verified through one of the two major credit bureaus, Experian, or TransUnion. Provides address and other information related to the Social Security Number as may be used in credit applications.

**Motor Vehicle Report** – Records are from the Department of Motor Vehicles. Information on individual driving records is provided.

**Education Verification** – Verification is completed with the educational Institution. Provides a confirmation that the information is complete as presented.

**Prior Employment Verification** – Direct verification with the former employers, including current employers if End-User has obtained express permission from Consumer to contact current employer. Provides a verification that the information is complete as presented.

**Military Records** – Compiled from the Armed Forces online database, the official military record repository, and/or contact with the unit served. Confirms the branch of service, years served, and pay grade.

**Reference and Professional License Checks** – Contact the regulatory agencies and references provided. Provide a confirmation that the information is complete as presented.

**Workers Compensation** – Compiled from the state compensation agency as a post-employment search only, or private database as necessary.

**Prohibited Parties Search (USA Patriot Search)** - This searches identifies parties denied export privileges under the International Traffic in Arms Regulations (ITAR); parties denied export privileges as administered by the Bureau of Industry and Security; Entities subject to license requirements because of their proliferation of weapons of mass destruction; and parties subject to various economic sanctioned programs administered by the Office of Foreign Assets Control, such as specially designated nationals, terrorists, narcotics traffickers and blocked persons and vessels.

**Prior Background Check** - Compiled from a database of consumers who have been processed by FAESC with a Safety Council Package. End-User in compliance with the FCRA including obtaining the proper authorizations from the consumer can view a specific consumer report if available through this web accessible report. **\*\* End-User hereby acknowledge, understand, and accept that because the information in a Prior Background Check was obtained and reported in the past, such information and the Prior Background Check itself is not complete or up-to-date. End-User shall accept the past-completed Consumer Report AS-IS knowing it is not complete nor up-to-date.** A verification by End-User of this information or additional information shall be obtained before any decisions are made.

**Personal Reference** – Direct contact with each reference that is personally or professionally affiliated with the applicant.

**Other Reports** – Compiled from official and/or regulatory sources or any other third party sources and direct confirmation of information provided. Cumulative Medicaid Sanctions, Child or Elder Abuse Registry Searches, Employment and Earnings, Federal Aviation Administration License Verification Federal Communications Commission License Verification, and Honors and Awards.

**Substance Abuse Screening** – Nationwide site collection, on-site drug and alcohol testing, SAMSHA approved laboratories, Certified Medical Review, DOT compliance and billing reconciliation.

**HireCheck®** — Revocable limited license to use HireCheck®, which is a Windows® based software that enables End-Users to order background searches via a modem.

**HireApp™** - Revocable limited license to use HireApp™, which is a web-based on-line application process that allows the filing of employment applications and the ordering of Consumer Reports.

**Pre-adverse and Adverse Action Procedure Administration –**

- a) FAESC will help Members administrate the pre-adverse and adverse action procedures as required by the FCRA for a fee. FAESC will perform such administrative duties of Members based on procedures that have been adopted and approved by Member and with FAESC as the limited administrative agent of the Member.
- b) Member may also self administer the Pre-adverse and Adverse action process by utilization of the FCRA Module within the First Advantage webtool.

**SC Graded Package 02 for Employees or Contractors of Members** - The SC Graded Package 02 for (End-Users) will consist of a Social Security Number Report, Motor Vehicle Report, USA Patriot Search and a 7 year residence history of County Criminal Reports limited to felony and misdemeanor convictions that predate the report by seven years or less. Pursuant to the Agreement's terms and conditions for ordering a Consumer Report, Administrator's placement of an order for a SC Graded Package 02 will be transmitted electronically to FAESC in a format and manner that meets FAESC's requirements. The initial order will consist of the Motor Vehicle Report, Social Security Number Report, USA Patriot Search and one County Criminal search based on the address provided to FAESC by the End-User. FAESC will match the name and social security number obtained from the Social Security Number Report with the name and social security number provided to FAESC by End-User. If there is no match, FAESC will return to the End-User a result that says a discrepancy has been found and no further action will be taken by FAESC. If there is a match, FAESC will proceed to obtain distinct county criminal searches within the last seven (7) years residence history based on the all addresses returned by the Social Security Number Report. County Criminal Searches and Prohibited Parties Searches ordered for SC

Graded Package 02 will be graded according to End-User or Administrator's Criteria. All orders for the SC Graded Package 02 shall be subject to the terms herein and the terms and conditions of the Agreement for Services including, without limitation, the provisions relating to Matching and Grading Services.

**Matching or Grading Services.** FAESC may perform Matching or Grading Services on any Consumer Reports based on criteria established and provided by Member or Administrator ("Criteria"). Such services shall be deemed to be purely clerical in nature and shall be done on behalf of the Member or Administrator as its limited agent. All employment – contractor decisions are made by Member or Administrator, not by FAESC. FAESC makes no representations regarding the validity, legality or appropriateness of the Criteria. End-User and Administrator shall assume full responsibility and liability for the Criteria and shall indemnify and hold FAESC harmless from any and all claims, losses, damages and any costs that may be related to or arise from the Criteria.

**OwnerPASS** – Plant owners may access an on-line web utility for the purposes of reviewing prior background checks on selected contractor consumers, for which the plant owner has a specific business purpose and written consent from the consumer.

Customer Service and Technical Support will be provided at no charge Monday through Friday, 8:00 a.m. to 8:00 p.m.

## SCHEDULE B

### PRICING FOR END-USER

All Consumers who are wishing to be employed with or contract with a Member will have the following package of Consumer Reports ordered at a minimum of at least once every two years from FAESC through the Member's limited agent the Administrator. To facilitate this special package of Consumer Reports as requested by the Member End-Users, Administrator is providing the following special package pricing that is based on certain assumptions and is subject to change based upon certain conditions that will affect Administrator's costs to obtain such Consumer Reports contained in this package.

If Members desire to order additional Consumer Reports outside the SC Package 02, the orders shall be made from FAESC through the Members limited agent, Administrator, and shall be based on a per service or Consumer Report pricing, as identified below or upon any other mutually agreed upon pricing.

#### **SC Graded Package 02 Pricing:**

SC Graded Package 02 -7 Year Search (This special package pricing includes the current third-party fees in Louisiana and Texas, such as MVR, state fees, or current county criminal access fees. If at any time such third party fees change, or if packages are ordered that contain records from other states, FAESC reserves the right to alter the special pricing of this package or bill the increased fees in addition.)

**Scheduled on-line**

**\$60.00/employee**

Elements included in the SC Graded Package 02:\*\*

- Social Security Number Report
- Motor Vehicle Report
- Criminal Record – Seven (7) Year County level searches as described in Schedule A.
- USA Patriot Search

\*\*This package includes all county and/or parish searches within a 7 year residence history as developed from the SSN Report. Additionally, these searches will identify convictions only in the county and/or parish criminal searches.

#### **Individual Consumer Report or Service Pricing:**

County Criminal	\$12.00 per search plus fees*
State Criminal	\$12.00 per search plus fees*
Federal Criminal	\$14.00 per search plus fees*
Prior Employer	\$11.00 per search plus fees*
Education Verification	\$11.00 per search plus fees*
License Verification	\$11.00 per search plus fees*
Workers Compensation	\$10.00 per search plus fees *
Motor Vehicle Report	\$ 6.00 per search plus fees *
Credit Report	\$ 8.00 per search plus fees *
SSN Verification	\$ 5.00 per search plus fees*
Prohibited Parties Database	\$10.00 per search plus fees*

(USA Patriot Search)

Grading of Reports To be determined based on "grading" criteria specifications

Prior Background Check (herein referred to as the past-completed Consumer Report\*\*)  
\$12.00 per search (Contractors)  
\$00.00 per search (Plant Owners)

Pre-adverse and Adverse Action Letter Administration  
\$28.00 per mailing plus fees\* (mailing to be administered by First Advantage)  
\$00.00 (FCRA Module available on First Advantage webtool)

OwnerPASS \$00.00 (Plant Owners)

**On-site Inspection Fee.** As a part of the implementation process, all End-Users must be evaluated to ensure that it 1) identifies type of business location; 2) will be accessing information for purposes allowed by the FCRA and credit bureau policies; 3) is an acceptable business type; 4) is accessing information for permissible purposes only; 5) is a bona fide business entity; 6) has knowledge of the FCRA; and 7) provides access security. Furthermore, any End-User that may order Motor Vehicle Records, Credit Reports, SSN Reports or any other additional information from credit bureaus may be subject to an on-site inspection prior to obtaining any such services. Any End-User that is not a publicly traded company or a company large enough that is well known nationally or regionally, may be required to provide adequate documentation to establish itself as a bona fide business entity. (Examples of national or regional companies are banks; mortgage companies, or insurance companies.) If a physical site inspection is required, a fee of \$125.00 will be included in the first monthly invoice provided to End-User. End-User shall pay such on-site inspections fee regardless of whether End-User is accepted or rejected for the consumer reporting services. Any other reasonable implementation or sign up fees may be required of End-User subject to prior notice to End-User by FAESC.

\*All prices exclude third party fees, or other out of pocket expenses, such as without limitation, court fees, school transcripts, registry fees, 900 telephone number fees to verify employment or education, or any other fees charged by a third party or the source of information to obtain the information; such fees are passed through to the End-User. Administrator may charge such additional fees to End-User, who shall pay for such fees in addition to the price of the Consumer Report ordered. End-User understands and hereby agrees that these fees may change at any time and are still payable in full by End-User for any Consumer Report ordered by Administrator. Administrator will use its best reasonable efforts to inform End-User of such change in fees upon Administrator's knowledge of such change.

**\*\* End-User and Administrator hereby acknowledge, understand, and accept that because the information in a past-completed Consumer Report was obtained and reported in the past, such information and the past-completed Consumer Report itself is not complete or up-to-date. End-User and Administrator shall accept the past-completed Consumer Report AS-IS knowing it is not complete nor up-to-date.** A verification of this information or additional information should be obtained before any decisions are made.

Furthermore, Administrator may change the pricing from time to time to reflect increases in costs due to changes in procedures, laws or the requirements to obtain the information from the source.

Client Initials: \_\_\_\_\_

## EMPLOYER CERTIFICATION

As a condition to ordering and obtaining consumer reports from First Advantage Enterprise Screening Corporation ("FAESC"), "You" (defined as the employer/company identified below), agree as follows:

1. You certify to FAESC that with respect to each consumer report ("report") ordered from FAESC:
  - a. You will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report ("Applicant") includes any consumer who is an applicant, potential employee or employee.
  - b. Prior to ordering the report, or causing the report to be ordered:
    - i. You have made a clear and conspicuous written disclosure to the Applicant, **in a document consisting solely of the disclosure**, that a report may be obtained for employment purposes; and
    - ii. You have obtained the Applicant's written authorization to obtain the report, such authorization may be in the same document as the disclosure.
  - c. **Prior to taking any adverse action** based in whole or in part on the report, You will provide the following to the Applicant:
    - i. A copy of the report; and
    - ii. A written description of the rights of the Applicant under the Fair Credit Reporting Act ("FCRA") as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). FAESC has provided You a copy of the FCRA Summary of Rights, and it can be obtained from FAESC's website or the FTC's website ([www.ftc.gov](http://www.ftc.gov)).
  - d. Before You take any adverse action against the Applicant based in whole or in part on the report, You shall give the Applicant a **reasonable amount of time** after the copy of the report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the report.
  - e. If You take any adverse action with respect to the Applicant based in whole or in part on any information in the report, You will provide the Applicant with **all** of the following:
    - i. Notice of the adverse action;
    - ii. FAESC's name, address, and toll-free telephone number;
    - iii. A statement that FAESC did not make the decision to take the adverse action and is unable to provide the Applicant the specific reasons why the adverse action was taken;
    - iv. Notice of the Applicant's right to obtain a free copy of the report from FAESC if, within 60 days after receipt of the notice, he or she requests a copy from FAESC; and
    - v. Notice of the Applicant's right under the FCRA to dispute with FAESC the accuracy or completeness of any information in the report.
  - f. You will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation.
2. In some cases, You may order a report from FAESC for employment purposes that would also constitute an **"investigative consumer report."** (In general, an investigative consumer report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that You order from FAESC any investigative consumer report, then in addition to your other certifications herein, You certify as follows with respect to each investigative consumer report ordered:
  - a. Not later than 3 days after the date of requesting such report from FAESC, You will mail or otherwise deliver a written disclosure to the Applicant containing the following information:

- i. A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
    - ii. A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).
  - b. Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection a. above, You shall make a complete and accurate written disclosure of the nature and scope of the investigation You have requested. You will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.
3. If you operate in California or order a report on a California resident, in addition to the other certifications herein You hereby certify for each California report ordered from FAESC that:
- a. You will identify FAESC including the name, address, and telephone number to the Applicant when you provide the disclosure to or obtain the consent from the Applicant;
  - b. You will provide a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the Report and you will send such a copy within three (3) business days of your receipt of the Report if the box is checked; and
  - c. You will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.
4. You are aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.
5. You certify to FAESC that with respect to each driving record information or motor vehicle report ordered from FAESC, you will comply with each of the above requirements relating to consumer reports, and you will also comply with the Driver's Privacy Protection Act of 1994 and any of its amendments in your ordering and use of the driving record information or motor vehicle report.
6. You agree that all certifications and agreements herein are of a continuing nature and are intended to apply to **each** consumer and/or investigative consumer report that You order from FAESC. You agree to keep all documentation signed by the Applicant required herein for at least 5 years after the date of the report to which such documentation relates and to provide FAESC copies upon request.

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, United States Code, imprisoned for no more than 2 years, or both.

**I, ON BEHALF OF THE COMPANY, HEREBY AGREE TO COMPLY WITH THE EMPLOYER CERTIFICATION NOTED HEREIN. I FURTHER CERTIFY THAT I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED HEREIN AND AM AUTHORIZED BY THE COMPANY TO AGREE TO THESE ITEMS HEREIN ON ITS BEHALF.**

**Agreed to by:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 (Please print name)

**You/Employer/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date (MM/DD/YYYY):** \_\_\_\_\_



100 Carillon Parkway, St. Petersburg, FL 33716  
Phone: 866-400-FADV Fax: 727-214-0080

**Company Information**

**Account Executive:**

Company Name: \_\_\_\_\_ DBA (if applicable): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

**Billing Contact / Address**

Contact: \_\_\_\_\_ Invoice E-mail Address: \_\_\_\_\_

CC Invoice E-mail Address: \_\_\_\_\_

Check if same as physical Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Executive Contact** (Top level decision maker, involved in the background check or drug and alcohol screening program)

Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Check if same as physical Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Managerial Contact** (Manager responsible for the administration of background check or drug and alcohol screening programs)

Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Check if same as physical Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Screening Administrator Contact** (Responsible for placing background check orders/retrieving results)

Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Check if same as physical Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Site Inspection Contact**

(Responsible for site inspection of your company.)

Contact: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Check if same as physical Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Payment Options (please choose one)**

Credit Card (Choose one: Visa  MC  Am Ex  Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_  
Check one:  Set Up Fee Only  All Charges

Signature: \_\_\_\_\_ Cardholder Name: \_\_\_\_\_

ACH/Debit (Electronic withdrawal from your business account). An additional form is required; call Customer Service at 866-400-3238 to request a form.

Credit (company check) Terms: Net 15 days – A finance charge of 1½ % will be assessed after 30 days.

**About your Company**

- 1. Business Type:  Sole Proprietorship;  Partnership;  Corporation
- 2. Number of Years in Business: \_\_\_\_\_ 3. D&B Number: \_\_\_\_\_ 4. Number of Employees: \_\_\_\_\_
- 5. Industry/type of Business: \_\_\_\_\_ 6. Industry code (if available): \_\_\_\_\_
- 7. Does the state(s) in which you operate and/or reside require a specific industry license?  Yes  No
- 8. Name of appropriate issuing authority: \_\_\_\_\_



9. If company is publicly traded and listed on a major Stock Exchange, please identify exchange and ticker symbol. Otherwise, please list two Partners or Corporate Officers (Name, Title, Phone), and fax First Advantage Enterprise Screening Corporation a copy of your Business License, Articles of Incorporation, or Fictitious Name Filing.

- Stock Exchange: \_\_\_\_\_ Symbol: \_\_\_\_\_

- or: Partner/Officer names, titles, and phone numbers:

a. \_\_\_\_\_

b. \_\_\_\_\_

10. Do you plan to run CA, & GA MVR's?  Yes  No (If YES, please include your Certification with this contract)

11. Contact person regarding payment: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Do you require a P.O. Number on your invoice?  No  Yes P.O. Number: \_\_\_\_\_

12. Bank Reference:

a. Bank Name, Address: \_\_\_\_\_

Business Name on Account (if different than above): \_\_\_\_\_

b. Account Number: \_\_\_\_\_ Contact and Phone Number: \_\_\_\_\_

13. Please provide two trade references:

a. Company: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_ Phone: \_\_\_\_\_

b. Company: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_ Phone: \_\_\_\_\_

14. Authorized Fax Order Requestors – (Not Available – Do Not Complete)

First Name	Last Name	Title	Telephone #	Fax #	Email Address

15. Authorized Agent of User Permissions for Web Tool Users – If Using Web Tool

First Name	Last Name	Title	Telephone #	Fax #	Email Address

\* Authorized Agent for User Permissions – this person is authorized by said company to provide access levels to First Advantage Enterprise Screening Corporation trainer for web tool users' setup.

16. Authorized Web Tool User's – If using Web Tool

First Name	Last Name	Title	Telephone #	Fax #	Email Address

Comments or additional users: (attach additional sheet if necessary)

**Additional Information**

Ordering Method:  Web Tool  Software  Fax – (Not Available)  Upload / Download

Delivery Method:  Web Tool  Software  Fax (Not Available)  Upload / Download  
 TXT  HTML

How did you hear about our companies? \_\_\_\_\_

**Please Read and Sign Below**

This information is submitted for the sole purpose of establishing service with First Advantage Enterprise Screening Corporation, and its affiliates. I hereby certify that the information is true.

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date