



Choice Screening

CLIENT SERVICE AGREEMENT – EMPLOYMENT SCREENING

This Agreement, effective upon mutual execution of the parties, is by and between Choice Screening, 9800 Mt. Pyramid CT. 360; Englewood, CO 80112, and the company or other entity set forth below, hereinafter “**Subscriber**”.

COMPANY DETAILS

Subscriber/Company Name: City of North Port

DBA (If Applicable): _____

Tax ID Number: 85-8013281465C-1

Phone: 941-429-7200 Fax: 941-429-7135

Subscriber Address: 4270 City Hall Boulevard

City: North Port State: Florida

Zip: 34286

*Billing Address (If Different): Same

City: _____ State: _____ Zip: _____

*Your monthly invoice will be sent to the address above.

Permissible Purpose ▪ Appropriate Use

Applies to all Subscribers in all states. Application will not be processed unless this information is provided.

Subscriber must specify the purpose for which Consumer Reports and Investigative Consumer Reports ("Screening Reports") will be ordered and used. Subscriber must confirm this use by checking the appropriate box below.

THIS SECTION MUST BE COMPLETED.

Reports will be used for the following purposes only:

☒ Employment purposes

☐ Other: [explain]**

Initial: _____ Date: ____ / ____ / ____

☐ With written instructions of the Consumer**: [explain] _____

Initial: _____ Date: ____ / ____ / ____

**If "Other" or "With written instructions of the Consumer" is checked, please contact Choice Screening. You will need to execute a separate agreement with Choice Screening to cover the intended purposes of your report.

1. **DEFINITIONS**

For purposes of use in this Agreement, the following terms are defined as follows. Nothing contained herein is intended to deprive Subscriber or Choice Screening of any legal argument regarding the definition or use of any of the following terms outside of their use in this Agreement.

- a. **“Consumer Information”** for purposes of use in this Agreement shall mean any and all personally identifiable information about a consumer provided to Subscriber as part of the Services.
- b. **“Consumer Report”** for purposes of use in this Agreement shall mean information compiled regarding a consumer’s credit history, criminal history, identity verification, motor vehicle records (“driving records”), verification of a consumer’s education or employment history, worker’s compensation injuries, or other background checks provided by Choice Screening to Subscriber. The specific categories of Consumer Information contained in a Consumer Report will be as ordered by Subscriber and limited to information that in the particular circumstances it is lawful for Choice Screening to report.
- c. **“Investigative Consumer Report”** for purposes of use in this Agreement shall mean a Consumer Report or portion thereof in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with others with whom he is acquainted or who may have knowledge concerning any such items of information. The specific categories of Consumer Information contained in an Investigative Consumer Report will be as ordered by Subscriber and limited to information that in the particular circumstances it is lawful for Choice Screening to report.
- d. **“Screening Reports”** shall be used as shorthand for the combination of either Consumer Reports or Investigative Reports.
- e. **“CRA”** shall mean Consumer Reporting Agency.
- f. **“Permissible Purpose”** shall mean a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Fair Credit Reporting Act (“FCRA”) or applicable state law.

2. **SCOPE OF SERVICES**

- a. **Choice Screening** will provide **Subscriber** with Screening Reports ordered by Subscriber pursuant to the terms of this Agreement and based on Subscriber’s representations and certifications under this Agreement. Subscriber hereby subscribes to the Services of Choice Screening specified herein and agrees to pay to Choice Screening the applicable rates and charges set forth in the pricing list provided in the proposal as they exist now and may be updated with written notice from time to time by Choice Screening.
- b. Screening Reports are initiated by Subscriber by providing Choice Screening with the requisite subject identifiers including, at a minimum the individual’s first and last name, middle name (or certification the individual has no middle name), date of birth, and social security number (if applicable), along with any additional information required to complete the requested searches including, but not limited to, driver’s license numbers, schools attended, prior employers and places of residence.
- c. Choice Screening, using primary sources of information, will deliver Screening Reports including, but not limited to, criminal records, civil records, credit reports, driver’s license records, and verifications of education, employment, and licensure at the request of Subscriber based on those search elements requested. For a full list of searches available and their sources, please visit:
<https://www.choicescreening.com/truth-in-advertising>.

- d. **PERFORMANCE-** Choice Screening will use its best efforts to provide timely reporting of available information in a manner consistent with generally accepted standards of business practices in its industry. However, Choice Screening shall not be responsible for delays or failures in performance resulting from acts beyond the control of Choice Screening. Such acts shall include but shall not be limited to: Acts of God, strikes, lockouts, riots, governmental regulations superimposed after the fact, fire, system failures, database failures, Internet failures, earthquakes, court closures or delays, public record source closures or delays, disasters, or States of Emergency. Subscriber hereby acknowledges that from time to time, Screening Reports may be delayed or may not be able to be completed due to a jurisdictional delay, court rule changes, a slow information source or unusual circumstances beyond the control of Choice Screening and acknowledges that Choice Screening cannot guarantee a specific turnaround time for each specific Screening Report.
- e. **LEGAL COUNSEL-** Choice Screening is not legal counsel and cannot provide legal advice. Subscriber should work with Subscriber's own legal counsel to develop an employment screening program specific to their needs and to ensure Subscriber's policies and procedures in relation to the use of CRA-provided information are in compliance with applicable federal, state and local laws and regulations. Subscriber should consult with Subscriber's legal counsel regarding their specific, legal responsibilities when procuring a Screening Report as well as prior to taking adverse action based on a Screening Report. Any educational materials (such as alerts, webinars, presentations, web postings, or template documents) provided by Choice Screening are for general informational purposes only and expected to be reviewed by Subscriber and Subscriber's legal counsel before Subscriber uses or relies on any such educational materials provided by Choice Screening. Subscriber is expected not to, and agrees not to, use in whole or in part any materials provided by Choice Screening unless it has come to its own legal conclusion that the materials will be legally compliant as used by Subscriber.
- f. Subscriber may use direct online systems made available by Choice Screening for ordering or reviewing Screening Reports in some circumstances. Subscriber acknowledges that not all background screening products and services are available directly on-line.
- g. Subscriber understands and agrees that Choice Screening shall use good faith efforts to obtain reliable Consumer Information via public record resources; however, Choice Screening may also rely on third party CRAs or data vendors to obtain or source Consumer Information. The information retrieved and provided in Screening Reports is dependent upon the information provided to Choice Screening by Subscriber, the public records sources, and third-party sources. In the event the Subscriber fails to provide Choice Screening with a list of all states and counties where the individual resides or has resided, or fails to order a more detailed records search, Choice Screening will not be able to provide Subscriber with information that is outside the scope of Subscriber's order. Likewise, Subscriber understands and agrees that Choice Screening does not guarantee the accuracy or validity of information in public records or in third-party data repositories, only that Choice Screening will faithfully transmit the information as it has been provided by the public records sources or third-party data repositories to Choice Screening.

As a result of Subscriber's understanding, Subscriber covenants not to sue or maintain any claim, cause or action, demand, cross-action, counterclaim, third party action or other form of pleading against Choice Screening, and its officers, directors, agent's representatives, affiliated credit report agencies, independent contractors and employees arising out of or relating in way to the underlying accuracy, validity, or completeness of any background information.

3. FCRA OBLIGATIONS, PERMISSIBLE PURPOSE, AND END USER RESPONSIBILITY

- a. The FCRA along with the other federal laws, acts, rules, and regulations referenced in this Agreement along with various state and local regulations, govern the activities of CRAs, as well as the end users of the information procured from CRAs. Choice Screening and Subscriber each hereby mutually certify and warrant they will comply with all applicable federal, state, and local statutes, regulations and rules that govern the Services provided to Subscriber.
- b. Subscriber acknowledges that Choice Screening is a CRA. Subscriber further acknowledges and understands that the Screening Reports may be governed or regulated by a state law or local ordinance. Subscriber agrees that it is familiar with the FCRA and other state and local laws governing the Screening Reports, has fully reviewed those laws as applicable to Subscriber. Subscriber shall also comply with its obligations under the Consumer Reporting Employment Clarification Act of 1998 and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) (Public Law 108-159), Section 506 of the Gramm-Leach-Bliley Act (Public Law 106-102), Drivers Privacy Protection Act, 18 USC § 2721 et. seq, ("DPPA") as well as any applicable state or local laws covering the same subject matter. Subscriber accepts complete and full responsibility for any damage resulting from Subscriber's violations of the FCRA, Gramm-Leach-Bliley Act, DPPA, or any State law or local ordinance governing the Screening Reports.
- c. **FCRA, STATE AND LOCAL LAW CERTIFICATIONS-** Subscriber has reviewed and agrees and certifies to the Subscriber Employment Purposes Certification attached hereto as **Exhibit A**. Subscriber is hereby advised that if a CRA or user of such information willfully fails to comply with any FCRA requirement, the CRA and its agents and/or the user are responsible to the individual that is the subject of the report.

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.

- d. Subscriber agrees to retain proof of permissible purpose and its compliance with the Subscriber Employment Purposes Certification with respect to each Screening Report for seven (7) years from the date of Subscriber's first access to the Screening Report, or in accordance with any data retention laws applicable to such information and make such information available to Choice Screening upon reasonable written request.
- e. Subscriber acknowledges receipt of all notices required by the FCRA including:
 - i. **The Summary of Consumer's Rights Under the FCRA** available at:
<https://f.hubspotusercontent40.net/hubfs/457342/A%20Summary%20of%20Your%20Rights%20Under%20the%20FCRA.pdf>
 - ii. **Obligations of Users of Consumer Reports** available at:
<https://f.hubspotusercontent40.net/hubfs/457342/Obligations%20of%20Users%20under%20the%20FCRA.pdf>
 - iii. **Remedying the Effects of Identity Theft** available at:
https://files.consumerfinance.gov/f/documents/bcfc_consumer-identity-theft-rights-summary_2018-09.pdf
 - iv. **Vermont Fair Credit Reports Statute** available at:
<https://f.hubspotusercontent40.net/hubfs/457342/Vermont%20Fair%20Credit%20Reporting.pdf>

- f. Where Subscriber is a California employer, it hereby certifies that it will comply with all provisions of California Civil Code that regulate the use of “Consumer Credit Reports” and “Investigative Consumer Reports” as defined under California law, that the person procuring or causing the request for an employment related report has made the applicable disclosures to the Consumer required under these laws, that the Subscriber is requesting Reports only with the purpose set forth below as permitted under California Civil Code 1786.12 and, that if the permitted purpose changes, Subscriber will immediately notify Choice Screening in writing and discontinue further use of the system.

4. CONFIDENTIALITY, PRIVACY AND SECURITY OF INFORMATION

- a. **USE OF INFORMATION-** Subscriber certifies that Subscriber shall use the Screening Reports in strict confidence: (a) solely for the permissible purpose(s) certified by Subscriber and for no other purpose; and (b) solely for Subscriber’s exclusive one-time use. Subscriber shall not request, obtain, or use Screening Reports for any other purpose, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber’s own data, or otherwise in any service which is derived from the Screening Reports.

The Screening Reports shall be requested by and disclosed by Subscriber only to Subscriber’s designated and authorized employees having the need to know and only to the extent necessary to enable Subscriber to use the Screening Reports in accordance with this Agreement. Subscriber shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. If Subscriber, in violation of this Agreement, shares or discloses a Screening Report to any other third- party other than the Consumer who is the subject of the Screening Report, Subscriber agrees to fully defend, indemnify, and hold harmless Choice Screening for any claim arising out of or relating to such act of Subscriber.

b. **DATA PROTECTION**

Definition: For the purposes of this Agreement, “Confidential Information” shall mean any and all non- public scientific, technical, financial, or business information in any form (written, oral, or visual) possessed by either party and furnished or made available to the other party during the term of this Agreement.

Subscriber understands the sensitive nature of the Screening Reports, the need to protect the information, and the Consumer report retention and destruction practices outlined by the FCRA and DPPA. Subscriber agrees to:

- i. Limit use and dissemination of Consumer Information or other confidential information to only those with legitimate need, permissible purpose, and authorized by Consumer.
- ii. Retain Consumer Information and Screening Reports in a confidential manner.
- iii. Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through PII as it is being disposed. After conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each workday.
- iv. Hold all confidential information in confidence and not, directly, or indirectly, disclose to any third party any confidential information, except as expressly permitted in this Agreement.
- v. Protect the privacy of Consumer Information which is contained in motor vehicle records, and

access DMV records only with the consent of the Consumer.

c. PERSONALLY IDENTIFIABLE INFORMATION

The parties acknowledge that the information supplied by the other may include confidential personally identifiable information (“PII”) and it is receiving party’s obligation to keep all such accessed information confidential and secure. Accordingly, both parties shall:

- i. ensure that none of its employees obtains or uses any information from the PII for personal reasons, or transfers any information received through the PII to any party, except as expressly permitted hereunder;
- ii. keep all user identification numbers, and related passwords, or other security measures (collectively, “User IDs”) confidential and prohibit the sharing of User IDs;
- iii. immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination;
- iv. in addition to any obligations under this Agreement, take all commercially reasonable measures to prevent unauthorized access to, or use of, the PII or data received there from, whether the same is in electronic form or hard copy, by any person or entity;
- v. take all steps to protect their networks and computer environments, or those used to access Consumer Information, from compromise. Both Parties will implement policies and procedures to prevent unauthorized use of User IDs and the Consumer Information and will promptly notify the Party who supplied the information, in writing if the receiving Party suspects, has reason to believe or confirms that Consumer Information (or data derived directly or indirectly there from) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. The Party in custody of the Consumer Information when the breach occurred shall remain solely liable for all direct costs associated therewith and shall further reimburse the other for any expenses it incurs due to the failure to prevent such impermissible use.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS OF LIABILITY

- a. **NOTICES-** Any notice required or permitted to be given hereunder, shall be in writing, and shall be by a recognized express courier service with guaranteed third-day delivery or sooner with confirmed receipt, properly addressed to the intended recipient as its address is set forth herein; or by facsimile to be effective as of the date transmitted, provided notice in writing is also given by a recognized express courier with guaranteed third-day delivery or sooner; or by certified mail, properly addressed to the intended recipient as its address is set forth herein. Either party may from time to time change its notice address by giving the other party written notice of the change in accordance with this paragraph.
- b. **ASSIGNMENT-** Subscriber shall not assign this Agreement without Choice Screening’s prior written consent.
- c. **DISCLAIMER OF LIABILITY/DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY**
 - i. While Choice Screening believes that the databases it uses and subscribes to and the information contained therein is correct, complete, current, and accurate, any and all warranties of merchantability, or fitness for a particular purpose of such information, of the database, of the system, or of the Choice Screening web site are disclaimed.

- ii. Information obtained through Choice Screening's electronic systems, from the database itself, and/or through the Choice Screening web site, are all provided "as is," without warranty of any kind, express or implied. Choice Screening expressly disclaims all implied warranties, including without limitation warranties of performance, merchantability, and fitness for a particular purpose. Choice Screening makes no warranty concerning the accuracy, correctness, completeness, currentness, merchantability, or fitness for a particular purpose of the information or records available through the system. Choice Screening does not warrant that any such information, or the system, or the database, or the Choice Screening web site will be uninterrupted or error free. Choice Screening makes no warranties concerning the results obtained from using such information, the system, the database, or the Choice Screening web site.
 - iii. In no event shall Choice Screening or its shareholders, directors, members, principals, officers, employees, agents, suppliers, or representatives (i) be liable to any other person or entity for any claim, injury, loss, or damage resulting from the furnishing or omission to furnish information or records, or (ii) be liable to Subscriber or any other person or entity for any claimed lost profits or consequential, incidental, indirect, or special losses or damages relating in whole or in part to anyone's use of, or inability to access or use, any information sought or obtained through the services, even if Choice Screening may have been advised of the possibility of such losses or damages. Choice Screening's liability to Subscriber, if any, shall in no event exceed the total amount Subscriber has paid to Choice Screening during the 12- m o n t h period preceding the event giving rise to the claim for damages. Final verification of an individual's identity and use of the Report contents are Subscriber's sole responsibility.
- d. **ENTIRE AGREEMENT-** This Agreement, along with Exhibit A, constitutes the entire agreement between the parties with respect to this subject matter, and all prior agreements and/or representations, whether oral or written, are superseded hereby.
- e. **MODIFICATION, AMENDMENT OR WAIVER-** No provision of this Agreement will be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification is made in writing and signed by authorized representatives of both parties. No waiver of a right under this Agreement by either party shall constitute a subsequent waiver of such right of any other rights under this Agreement.
- f. **GOVERNING LAW AND VENUE** - The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- g. **REPRESENTATIONS-** Each party to this Agreement represents and warrants that: (i) it has full power and authority to enter into and perform this Agreement and the person(s) signing this contract on behalf of each has been properly authorized and empowered to do so. (ii) it has read this Agreement, understands it, and agrees to be bound by it. (iii) it is free to enter into the Agreement and that it is not subject to any restrictions, which might prohibit it from fulfilling its responsibilities and duties; and (iv) it will comply with all applicable laws, rules, and regulations in performing its obligations hereunder.
- h. **SEVERABILITY-** If any term or provision of this Agreement shall be found to be illegal or unenforceable then that portion shall be considered to be removed from this Agreement and it shall not affect the enforceability of the remainder of this Agreement.

6. FEES, TAXES AND PAYMENTS

CHARGES TO SUBSCRIBER AND PAYMENT TERMS

Compliance with Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Customer's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance.

- a. **SUBSCRIBER CREDIT AND BANKING INFORMATION-** By executing this Agreement, Subscriber acknowledges and agrees that Choice Screening in connection with this Subscriber's Service Application may request its credit report. Subsequent credit reports may be requested solely in connection with any renewal or extension of credit to Subscriber.

7. MISCELLANEOUS

- a. Subscriber acknowledges that during the course of this Service Agreement Subscriber may be in receipt of proprietary and confidential information relating to Choice Screening's business and hereby agrees to hold said information in strict confidence including, but not limited to, the Covenants and Conditions of this Service Agreement.

The waiver of a breach or violation of any Covenant or Condition of this Agreement shall not be construed to be a waiver of any subsequent Covenant or Condition of this Agreement.

8. TERM AND TERMINATION OF AGREEMENT

- a. Subscriber understands and agrees that the initial term of this Agreement is 12 months, and the Agreement shall automatically renew for an additional 12 months annually unless cancellation of this agreement is submitted in writing to Choice Screening no less than thirty (30) days prior to termination. If notice of termination by Choice Screening is given due to the nonpayment by Subscriber for Services rendered and invoiced hereunder, Subscriber shall have fifteen (15) days to cure said nonpayment prior to termination.
- b. Notwithstanding the forgoing, if subscriber is delinquent in the payment of charges, violates the FCRA or other laws applicable to the Screening Reports or Services or violates a material term of this Agreement, Choice Screening may, at its election, discontinue providing Consumer Information and Screening Reports and terminate this Agreement immediately. Subscriber should at all times be responsible for any charges for work in progress incurred by Subscriber or Choice Screening on behalf of Subscriber.
- c. In the event of termination of this Agreement for any reason, the obligations of Sections 3 and 4 will remain in full force and effect in perpetuity.

EXECUTION IN COUNTERPARTS- 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. 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.

Each Party represents that it has caused this Agreement to be executed on its behalf as of the Effective Date by a representative authorized to bind that Part with respect to the undertakings and obligations contained herein.

SIGNATURES

Subscriber – Accepted BY:

AUTHORIZED SIGNATURE

PRINT NAME

City Manager

TITLE

DATE

City Attorney – Accepted BY:

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Choice Screening – Accepted BY:

Signed by:
Eric Vasquez
D8ED4ED2099147E...

AUTHORIZED SIGNATURE

Eric Vasquez

PRINT NAME

National Sales Advisor

TITLE

1/31/2025

DATE

City Clerk– Accepted BY:

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

USER INFORMATION

Please complete the information below for any individuals requiring access to Choice Screening's website (attach additional pages as necessary).

USER 1Name: Nicole DeLamaterEmail: ndelamater@northportfl.govPhone: 941-429-7134User Level: ☐ Entry ☐ Standard ☒ Power**USER 2**Name: Sandy KnowlesEmail: sknowles@northportfl.govPhone: 941-429-7130User Level: ☐ Entry ☐ Standard ☒ Power**USER LEVEL DESCRIPTIONS**

Entry – only has access to activity they initiate with no access to reports.

Standard – access to activity they initiate.

Power - access to all account activity.

Additional user levels can be provided by your account representative.

I authorize Choice Screening to establish access accounts for the individuals listed above with the level of access indicated. I agree to notify Choice Screening in the event that authorized individuals no longer require access to the system. Reasons to notify Choice Screening would include but are not limited to system users leaving the organization or changing roles.

COMPANY CONTACT INFORMATION**Main Contact**Name: Nicole DeLamaterTitle: Human Resources Coordinator – Talent AcquisitionPhone: 941-429-7134Email: ndelamater@northportfl.gov**Billing Contact**Name: Cindy FebbroirelloTitle: Staff Assistant IIPhone: 941-429-7163Email: cfebbroirello@northportfl.gov

Please Email a Completed Client Service Agreement and Attachments to your Account Advisor.

STATE COMPLIANCE MATTERS
VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, City of North Port (Subscriber), acknowledges that it subscribes to receive various information services from Choice Screening, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act 15 U.S.C.

§ 1681 et. Seq., as amended (the “FCRA) and its other state law counterparts. In connection with Subscriber’s continued use of Choice Screening, Inc. information services in relation to Vermont Consumers, Subscriber hereby certifies as follows:

Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Choice Screening, Inc. Screening Reports relating to Vermont residents, which are credit reports as defined by the VFCRA, only after Subscriber has received prior Consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reports Statute was received from Choice Screening, Inc.

Subscriber: _____

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Signed by:

D8ED4FD2090147E...

AUTHORIZED SIGNATURE

Eric Vasquez

PRINT NAME

National Sales Advisor

TITLE

1/31/2025

DATE

Please also include the Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Cheryl Dwyer

Title: Accounts Payable Administrator

Phone: 941-429-7111

Email: cdwyer@northportfl.gov

EXHIBIT A**SUBSCRIBER EMPLOYMENT PURPOSES CERTIFICATION**

_____ (“Subscriber”), hereby certifies and agrees to the following certifications now, and also agrees that each order of a consumer report or investigative consumer report (collectively “Screening Report”) by Subscriber from Choice Screening, Inc. (“Choice Screening”) will constitute Subscriber’s renewed agreement to, re-certification to, and re-affirmation of, each of the following certifications. Subscriber avers, represents, and certifies that each individual user it has authorized to place orders of Screening Reports on its behalf with Choice Screening has the authority to act for Subscriber and to re-certify to the following statements by placing such orders:

- (a) Subscriber ordered the Screening Report for employment purposes and will not use the Screening Report for any impermissible purposes. To the extent applicable, Subscriber will only use the Screening Report for purposes allowed by the Driver Protection Privacy Act, 18 U.S.C. § 2721 et seq (“DPPA”).
- (b) Subscriber has complied with 15 U.S.C. § 1681b(b)(2) with respect to the Screening Report.
- (c) Subscriber has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, that may be required by state or local law regarding the procurement or use of a Screening Report or governing any investigation containing the types of information provided by Choice Screening to Subscriber, including but not limited to criminal history information (sometimes referred to as “ban the box” or “fair chance” laws). Subscriber will also comply with the DPPA and any state or local laws covering the same subject matter.
- (d) Subscriber will comply with 15 U.S.C. § 1681b(b)(3) with respect to the Screening Report if 15 U.S.C. § 1681b(b)(3) becomes applicable, and, to the extent required by applicable law or regulation, Subscriber will inform Consumer of the reason for the adverse action.
- (e) Subscriber has received and reviewed the “Summary of Your Rights Under the Fair Credit Reporting Act” and “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA,” provided by Choice Screening.
- (f) No one at Subscriber will use information from the Screening Report in violation of any applicable Federal, State, or local equal employment opportunity law or regulation.

In addition to the foregoing, if the Screening Report is an investigative consumer report, Subscriber also hereby certifies that:

- (a) Subscriber has complied with 15 U.S.C. § 1681d(a)(1).
- (b) Subscriber will comply with 15 U.S.C. § 1681d(b).
- (c) Subscriber has provided to the Consumer any additional disclosures, offered any additional information, and obtained any additional authorizations, which may be required by state or local law regarding the procurement or use of an investigative consumer report.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in California or for a Consumer with a current residential address in California, Subscriber also hereby certifies that:

- (a) Subscriber ordered the Screening Report for employment purposes and no other purposes.
- (b) Subscriber has made the applicable disclosures to the Consumer required by California Civil Code Section 1786.16.
- (c) Subscriber has provided the Consumer means by which the Consumer may indicate on a written form, by means of a box to check, that the Consumer wishes to receive a copy of any Screening Report that is prepared. If the Consumer wishes to receive a copy of the Screening Report, Subscriber will send a copy of the Screening Report to the Consumer within three business days of the date that the Screening Report is provided to Subscriber. The copy of the Screening Report will contain the name, address, and telephone number of Choice Screening and how to contact Choice Screening.
- (d) Subscriber will comply with California Civil Code Section 1786.40, if the taking of adverse action is a consideration.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New Jersey or for a Consumer with a current residential address in New Jersey, Subscriber also hereby certifies that:

- (a) Subscriber ordered the Screening Report for employment purposes and for no other purpose.
- (b) Subscriber has made the applicable disclosures to the Consumer and obtained the Consumer's written authorization as required by New Jersey Stat. § 56:11-31(c).
- (c) Subscriber will comply with New Jersey Stat. § 56:11-31(e), if the taking of adverse action is a consideration.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York or for a Consumer with a current residential address in New York, Subscriber also hereby certifies that it provides a copy of New York Article 23-A to any Consumer in New York subject to a Screening Report that contains criminal records and complies with New York Article 23-A and any other applicable state law in making employment decisions based in whole or in part on the Consumer's criminal records.

In addition to the foregoing, if the Screening Report is ordered for employment purposes in New York City or for a Consumer with a current residential address in New York City, Subscriber also hereby certifies that it has complied with and will comply with all aspects of the New York City Fair Chance Act and its implementing regulations and guidance as may be in effect at the time of the order, including but not limited to any applicable restrictions on when statements regarding criminal background checks or inquiries into criminal record histories may be made, as well complying with all requirements for notices to be provided to the Consumer. Without limiting the foregoing, by placing an order for a Screening Report in New York City or for a Consumer with a current residential address in New York City, Subscriber certifies that: (1) the order represents that a conditional offer of employment as defined by the New York City Fair Chance Act and/or its implementing regulations or guidance has already been made, (2) if any criminal records appear on the Screening Report, Subscriber will conduct an individualized assessment compliant with the New York City Fair Chance Act before taking any adverse action based on the criminal records on the Screening Report and (3) Subscriber will not consider any criminal record history that the New York City Fair Chance Act bars Subscriber from considering for employment purposes.

In addition to the foregoing, if the Screening Report contains an order for credit history information of a Consumer to be used for employment purposes, Subscriber agrees and represents that it has confirmed that applicable law in the jurisdiction in which the Consumer will be screened legally permits Subscriber to inquire about and use credit history in evaluating the Consumer for employment purposes and that it has complied and will comply with all requirements regarding the use of credit history for employment purposes in the applicable jurisdiction. This includes, but is not limited to, Subscriber’s specific averment that it has reviewed the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e and understands and will comply with its requirements with respect to Vermont Consumers.

In addition to the foregoing, Subscriber hereby also certifies and agrees that if Subscriber violates or otherwise fails to fully comply with any of the above agreements and certifications or otherwise fails to comply with applicable laws governing background screening, Subscriber agrees to fully defend and indemnify Choice Screening for any alleged claims, demands, damages or violations arising out of or related to Subscriber’s violation or failure to fully comply.

SUBSCRIBER HEREBY UNDERSTANDS AND AGREES TO THE TERMS OF THIS CERTIFICATION.

Subscriber: _____

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE