

**NAPA COUNTY AGREEMENT NO. 220143B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 220143B** is made and entered into as of this 1<sup>st</sup> day of July, 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Michael W. Frasier doing business as Frasier Group Investigations whose mailing address is P.O. Box 1161, Woodland, CA 95776 hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on July 1, 2021, COUNTY and CONTRACTOR entered into that Napa County Agreement No 220143B (the “Agreement”) under which CONTRACTOR agreed to obtain authorized pre-employment background investigations of prospective employees of COUNTY’s Probation Department; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend contractual obligations and scope; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 220143B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

**Term of the Agreement.** The term of this Agreement shall commence on July 1, 2021, and shall expire on June 30, 2025 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional one (1) year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2, Scope of Services, is hereby amended to read in full as follows:

**Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached to Amendment No. 1 of the Agreement and incorporated herein.

3. Paragraph 19 is hereby amended to read in full as follows:

**Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State, local laws, ordinances, codes, and AB 655 (2022), also known as the California Law Enforcement Accountability Reform Act (CLEAR Act). Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required

documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

4. On and after the effective date of this Amendment No.1 of the Agreement, all references in the Agreement to Exhibit "A", shall mean Exhibit "A-1."
5. Except as provided in Paragraph (1) – (4) above, the terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Michael W. Frasier, doing business as Frasier Group Investigation

By   
MICHAEL W. FRASIER

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
JOELLE GALLAGHER, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel Date: <u>May 23, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “A-1”**

**SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

**I. DESCRIPTION OF SERVICES**

**DESCRIPTION OF SERVICES**

- A.** CONTRACTOR shall provide the services listed below when requested by an authorized representative of COUNTY’s Probation Department (“Department”). The services shall be provided in a manner that fully complies with agency or accepted industry standards:
1. **Level I** – Modified pre-employment background investigations for non-direct service public safety personnel. This investigation shall include a review of the applicant’s personal history statement (PHS), calls to former employers, and a telephone interview with the applicant and others as appropriate to clarify and verify information in the PHS.
  2. **Level II** – Pre-employment background investigations for direct service public safety personnel shall be conducted and to also meet the requirements in AB 655 (2022), also known as the CLEAR Act. This investigation shall include an in-home investigation, background synopsis, subject photograph, interviews with relatives and former landlords, collection of degrees, transcripts and other relevant documents.
  3. **Level III** - Pre-employment background investigations shall be conducted to also meet the requirements in AB 655 (2022), also known as the CLEAR Act for direct service public safety personnel requiring out of town or out of state overnight travel. “Overnight” travel is defined as travel in which CONTRACTOR cannot return home the same day due to distance of investigation. This investigation shall include an in-home investigation, background synopsis, subject photograph, interviews with relatives and former landlords, collection of degrees, transcripts and other relevant documents.
- B.** CONTRACTOR shall ensure all independent contractors have appropriate law enforcement experience, maintain certificates and training to perform services in Paragraph I.A. (1), (2), and (3).
- C.** Direct service personnel shall receive a Level II investigation. Extra-help Cooks shall receive a Level I investigation. The Department shall specify the type of investigation being requested at the time it makes its request to CONTRACTOR.
- D.** Before commencement of any background investigation and upon notice from COUNTY as set forth in (B) above, CONTRACTOR shall ensure that a candidate has executed the form “*Certificate of Understanding*” and has further executed and notarized the form,

*“Authorization for Release of Information and/or Documents.”* Copies of these forms are attached to the Agreement as Exhibits “D” and “E” respectively and incorporated by reference herein.

- E.** CONTRACTOR to obtain candidate signature on the *“Fair Credit Reporting Act and Hold Harmless Agreement”* as Exhibit F, incorporated by reference herein.
- F.** Upon completion of the background investigation, CONTRACTOR shall submit to an authorized Probation Department representative (within five working days) a written background investigation report, along with all required documentation.
- G.** Investigations shall be completed within 45 days of the initial request. If additional time is needed, CONTRACTOR shall contact the Department immediately and indicate when the investigation will be completed.
- H.** CONTRACTOR shall provide the Department with consultation services as requested by the Department to assist in interpreting CONTRACTOR’s findings.
- I.** Upon request by the Department, CONTRACTOR shall testify in any court proceedings or administrative hearing as to CONTRACTOR’s methods and the protocols used for its background investigations and its finding.
- J.** CONTRACTOR shall maintain the facilities, equipment, personnel, labor and material needed to provide the services in accordance with currently accepted standards and methods for background investigations so as to meet the expectations of the Department.
- K.** If disqualifying information is learned about a candidate, CONTRACTOR shall contact the Department immediately and provide it with this information so that a determination can be made as to whether to proceed with the investigation. If the background investigation is terminated at this point, the Department will only be charged based on the percentage of work that has been performed, as determined by CONTRACTOR for such billing purposes, as of the date of the information being learned, e.g., if 20% of the investigation is complete, CONTRACTOR shall charge COUNTY 20% of the agreed upon rate for an investigation.
- L.** With each investigative report, CONTRACTOR shall list on the cover sheet the date that the Department made its request for the background investigation and the date that the finished report was mailed to the Department.
- M.** By its execution of this Agreement, COUNTY certifies that COUNTY shall limit the use of credit reports obtained for COUNTY by CONTRACTOR to the purposes listed in Civil Code Section 1786.12, including employment purposes.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**EXHIBIT "B"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

**Rates**

Subject to pro-ration as provided in Exhibit "A," Section I (K) for investigations terminated early, COUNTY shall compensate CONTRACTOR for each investigation as follows, with the rates noted including any costs associated with obtaining a candidate's consumer credit report:

**Level I - \$795 for each investigation**

**Level II - \$895 for each investigation**

**Level III – \$995 for each investigation plus Travel Expenses**

**Maximum: \$35,000/Fiscal Year**

**II. Travel Expenses**

CONTRACTOR shall be reimbursed for the actual cost of travel required to perform the services required under this Agreement, up to the following maximum, with prior approval required to be obtained by CONTRACTOR from COUNTY's Chief Probation Officer or her designee for all travel requiring airfare or hotel stays.

**Maximum: \$ 2,000/Fiscal Year**

**EXHIBIT "C"**

**[Company Name]**  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]

**SAMPLE  
 INVOICE**

INVOICE # \_\_\_\_\_  
 DATE: \_\_\_\_\_

**TO:**  
 [Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

**FOR:**  
 [Project or service description]  
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St,	Smith,			
1/1/15	Napa.	Engineer	1.5	\$165.00	247.50
1/1/15	Conf w/Owner	Smith,	1	\$165.00	165.00
	AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Engineer	4	\$165,00	660.00
		Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor	Smith,	4	\$165.00	660.00
1/2/15	Conf w/Owner re 2 <sup>nd</sup> Floor	Engineer	.5	\$165.00	82.50
		Smith,			
		Engineer			
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup>	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

**EXHIBIT “D”  
CERTIFICATION OF UNDERSTANDING**

**Instructions to Applicant**

*The information you provide in the personal history statement will be used in the investigation into your background to assist in determining your suitability for the position for which you are applying.*

Please fill out the Frasier Group Personal History Statement and Questionnaire completely and accurately. Keep in mind that:

1. The completion of the *Frasier Group* Personal History Statement is mandatory for all applicants.
2. All statements and entries are subject to verification.
3. *Deliberate inaccuracies or incomplete statements or entries may bar or remove you from employment.* (Failure to indicate **all** past employers, **true** reasons for leaving, etc.)
4. It is *very important* that last names, telephone numbers, addresses, etc., be included for every entry.
5. All time periods – month to month – in your background and employment, must be accounted for. *No exceptions.*

*It is to your advantage to respond openly. Any negative factor in your background will be evaluated in terms of the circumstances and facts surrounding its occurrence, and its degree of relevance to the position applied for.*

*For example, being fired from a job, or having an arrest record, is not in itself, grounds for disqualification. During the investigation, the investigator will inquire into the facts surrounding such as an occurrence and an evaluation will then be made of the relevance of these facts to the requirements of the job by the hiring authority.*

You **must** list the arrest and/or conviction if you have received a release (per Section 1203.4 or 1203.4a of the Penal Code or Welfare and Institutions Code Section 1179 or 1772) or a pardon (per Section 4852.16 of the Penal Code). You must also list any arrest within the last five years, which resulted in your being placed in a diversion program, whether or not you successfully completed the diversion.

***Certification of Applicant:***

*I hereby certify that I have read and understand all of the instructions contained herein for completing the documents in this Pre-employment Background Investigation process.*

**Signed:** \_\_\_\_\_

**John Q Sample**    FG# A

**Date:** \_\_\_\_\_

EXHIBIT "E"

**AUTHORIZATION for RELEASE of INFORMATION and/or DOCUMENTS to the  
NAPA COUNTY PROBATION DEPARTMENT**

TO WHOM IT MAY CONCERN:

I, **JOHN Q SAMPLE**, am an applicant for the position of **PROBATION OFFICER** for the NAPA COUNTY PROBATION DEPARTMENT.

*I am required by law to furnish information for use in determining my qualifications as well as my personal, psychological and moral fitness to serve in this capacity.*

**Frasier Group** has been retained by the **NAPA COUNTY PROBATION DEPARTMENT** to conduct a background investigation to determine if I possess the required qualifications.

**I HEREBY AUTHORIZE** your organization and it's custodian of Records and/or any person(s) in your employ to release any/all information or documents which you may have concerning me, including information which may be of a confidential, privileged and/or derogatory nature, including, but not limited to: EMPLOYMENT INFORMATION OF ANY TYPE OR NATURE, EDUCATIONAL RECORDS, CREDIT and FINANCIAL INFORMATION and/or **ANY INFORMATION or RECORDS WHICH YOU MAY POSSESS.**

I do hereby exonerate, release and discharge you, your employees, agents, representatives, organization and assigns from any liability or damages, whether in law or equity, now and in the future, for furnishing the information requested by **Frasier Group** and the **NAPA COUNTY PROBATION DEPARTMENT.** I do specifically and permanently waive any rights I may have to review or inspect any/all of the information developed and/or provided in this investigation. I further acknowledge that a photocopy, machine copy or fax of this authorization may serve as an original, which you may retain for your records.

**CERTIFICATION:** I certify that I have read this authorization and understand its meaning and purpose.

**THIS DOCUMENT MUST BE NOTARIZED**  
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**John Q Sample**

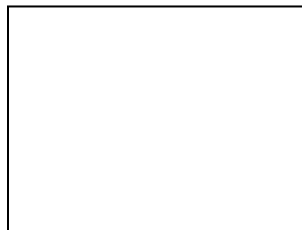
State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon their behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. (Signature) \_\_\_\_\_

Authorization expires ninety (90) days from the above date



**NOTARY SEAL**

## EXHIBIT “F”

### A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

**THE FAIR CREDIT REPORTING ACT (FCRA)** is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error). The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

***(Note: Applicant’s signature is required on last page)***

- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If you dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, in error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTION ON CONCERNS  
REGARDING:**

**PLEASE CONTACT:**

CRA's, creditors and others not listed below

Federal Trade Commission  
Consumer Response Center – FCRA  
Washington, DC 20580

National banks, federal branches/ agencies  
of foreign banks (word “National” or initials  
“N.A.” appear in or after bank’s name)

Office of the Comptroller of the  
Currency, Compliance Management,  
Mail Stop 6-6,  
Washington, DC 20219

Federal Reserve System member banks  
(except national banks, and federal  
branches/agencies of foreign banks)

Federal Reserve Board  
Division of Consumer & Community  
Affairs  
Washington, DC 20551

(except national banks, and federal  
branches/agencies of foreign banks)

Division of Consumer & Community  
Affairs  
Washington, DC 20551  
202-452-3693

Savings associations and federally chartered  
Savings banks (word “Federal” or initials  
“F.S.B.” appear in federal institution’s name)

Office of Thrift Supervision  
Consumer Programs  
Washington, DC 20552  
800-842-6929

Federal credit unions (words “Federal Credit  
Union” appear in institution’s name)

National Credit Union Admin.  
1775 Duke Street  
Alexandria, VA 22314

State-chartered banks that are not members  
of the Federal Reserve System

Federal Deposit Insurance  
Corporation, Division of Compliance  
& Consumer Affairs  
Washington, DC 20429  
800-934-FDIC

Air, surface, or rail common carriers  
Regulated by former Civil Aeronautics Board  
Or interstate Commerce Commission

Department of Transportation  
Office of Financial Management  
Washington, DC 20590  
202-366-1306

Activities subject to the Packers and  
Stockyards Act, 1921

Department of Agriculture  
Office of Deputy Administrator-GIPSA  
Washington, DC 20250  
202-720-7051

# KNOWING AND INTELLIGENT WAIVER OF THE PROVISIONS OF THE FAIR CREDIT REPORTING ACT

## (15 USC sections 1681 et.seq.) AND HOLD HARMLESS AGREEMENT

I, John Q Sample, have applied for the position of Probation Officer with the Napa County Probation Department (hereinafter referred to as ‘My Prospective Employer’). I hereby understand and agree to all of the following:

1. I acknowledge and understand that, pursuant to my application for employment, an intensive investigation will be conducted into all aspects of my fitness and capacity to serve in the position applied for and to determine if my personal and professional qualifications meet the standards of My Prospective Employer.
2. I acknowledge and understand that the investigation to be conducted by My Prospective Employer (and/or by its agents, employees or representatives) may include, but is not limited to, contact with any and all current and/or former: employers, supervisors, co-workers, relatives, spouses, neighbors, landlords, educational institutions, custodians of any records, consumer reporting agencies and/or any person, organization, agency, department or business establishment ever acquainted with me in any manner or capacity whatsoever, and that such contact may be established by means of telephone, fax, any form of written communication, personal contact or by any other means deemed appropriate by My Prospective Employer, including any of its agents, employees or representatives.
3. I acknowledge and understand that confidentiality is essential in obtaining information regarding my fitness and qualifications for employment, is expected and assumed by those who may provide any information, and I do hereby authorize any and all persons, organizations and/or agencies to release to My Prospective Employer any and all documents and/or provide any and all information they may possess concerning me, including, but not limited to any data, material, documents or information of a confidential, privileged and/or derogatory nature.
4. I acknowledge and understand that I possess various rights and privileges pursuant to the provisions of the Fair Credit Reporting Act (15 U.S.C. sections 1681, et seq.). These rights are summarized in the three-page document entitled, “A Summary of Your Rights Under the Fair Credit Reporting Act,” and I hereby acknowledge that I have received and reviewed a copy of said document. I further acknowledge and affirm that I have read and understand all of my rights under the Fair Credit Reporting Act and that I have been given the opportunity to consult with legal counsel regarding the same.

UNDERSTANDING ALL OF MY RIGHTS UNDER THE FAIR CREDIT REPORTING ACT, I DO NONETHELESS HEREBY KNOWINGLY, VOLUNTARILY, SPECIFICALLY AND PERMANENTLY WAIVE ANY AND ALL SUCH RIGHTS THAT I HAVE THEREUNDER, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO EXAMINE, REVIEW, RECEIVE A COPY OF OR IN ANY OTHER MANNER DISCOVER ANY OF THE INFORMATION AND/OR THE CONTENT OF ANY FILES THAT MAY BE REVEALED, OBTAINED AND/OR GENERATED IN THE COURSE OF THE INVESTIGATION THAT WILL BE CONDUCTED BY MY PROSPECTIVE EMPLOYER, OR BY ANY OF THE AGENTS, EMPLOYEES AND/OR REPRESENTATIVES OF MY PROSPECTIVE EMPLOYER, INCLUDING BUT NOT LIMITED TO ANY PRIVATE INVESTIGATORS RETAINED BY MY PROSPECTIVE EMPLOYER.

- 5. I hereby forever release, discharge and agree to hold harmless, any persons or entities who furnish or provide any kind of information to My Prospective Employer (and/or to any of its agents, employees or representatives) from any and all liability of any nature and kind arising out of the providing and/or furnishing and/or permitting the inspection and/or retention of any information, records or documents in the course of the investigation authorized hereunder. The release described in this paragraph extends to and applies to: My Prospective Employer and any of its agents, employees and/or representatives; and any organization, agency, department, business or person (including any of the agents, employees and/or representatives of any such organizations, agencies, departments, businesses or persons). This release described in this paragraph is binding on any and all of my legal representatives, heirs and assigns.
  
- 6. I hereby certify that I have read and understand this entire document, and that I am signing it of my own free will, and not under any kind of threat or compulsion by My Prospective Employer or by any other person or entity.

This Release is valid for ninety (90) days from this date.

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
John Q Sample