



**The Louisiana Conference (PACT)
Complete Sign Up Packet**



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Welcome to Trak-1 Technology!!

Trak-1 Technology is dedicated to maintaining the highest level of performance standards with unparalleled customer service, while creating a better living environment through the promotion of personal safety and security. Our organization believes this is possible by advocating informed decisions through the responsible use of public information. We are committed to providing our customers with exactly what they need, when they need it, without breaching individual rights to privacy.

To ensure that we live up to this commitment, we have established a thorough customer sign-up process designed to education you on your obligations as a user of our consumer reports. On the following pages, you will find all of the necessary documents and information that you will need to get started with Trak-1 Technology. Please take a moment to review all included documents, then complete and return the necessary signature pages via fax at 918-779-6521.

Thank you for choosing Trak-1 Technology. I look forward to working with you to ensure that your church remains a safe environment to work and worship. If you have any questions regarding this process, please do not hesitate to contact me.

Sincerely,

Lindsay McCarty
Accounts Manager



Instructions for Completing the Sign-Up Package

The following are step-by-step instructions for completing your Trak-1 Technology Sign-Up package. Please read all attached documentation in full, then complete the necessary signature pages. Missing or incomplete information may result in delayed account set up. If you have any questions, please contact your accounts manager.

Customer Service Agreement – This document provides Trak-1 with your information, as well as providing you with the Trak-1 Technology policies and procedures. Please review this document, then complete and return **pages five, six and ten**. The remaining portion of this agreement is for your reference and does not need to be returned to Trak-1.

Exhibit A, Pricing Guide – This pricing guide is for your reference and does not need to be returned to Trak-1. The packages included on this guide are the standard packages that we have issued for your conference; however we can customize any plan to fit your needs. Please consult us if you would like to build any additional packages for your account.

Customer Compliance Package – This document is for your reference and does not need to be returned to Trak-1. This will detail for you the obligations you are expected to uphold in using the information provided to you by Trak-1 Technology. This also includes a complete explanation of your applicant's rights under the Fair Credit Reporting Act (FCRA). The FCRA are the basic guidelines that Trak-1 is expected to uphold by the Federal Government. For additional information regarding compliance, please contact us.

Customer Compliance Package, Employment Screening – This includes all of the information that you will need to understand your rights and obligations in using the information that Trak-1 provides for employment purposes. Please complete and sign this agreement (**page twenty-one** in the package) and return it to Trak-1. This package also includes the sample authorization form that we provide to you for use with your applications. This is a signed authorization that allows Trak-1 to pull the background screening information on your applicant, and should be kept on file in your offices. In some instances, Trak-1 may request a copy of this release. Also contained in this section are the sample pre- and post-adverse action letters that Trak-1 will make available to you. An option to populate a letter such as these will be included in each report.

Customer Compliance Package, Motor Vehicle Reports – As with the Employment Screening Package, this will detail in full your obligations in using motor vehicle reports generated by Trak-1. Please sign and complete **pages twenty-seven and twenty-eight** in this section and return them to Trak-1. Page thirty is a sample authorization that is provided to you for your applicants. This should be kept on file with your records and may be requested by Trak-1 to obtain additional information. Some states require additional releases be signed, and these are included in this section. Please have your applicant sign these and fax them to Trak-1 when the application is placed. This section also includes the pricing and turn around times for our Motor Vehicle Reports. These fees are charged in addition to the package fee.

Customer Care Team – This document lists all of the contacts that you will need to maintain your account with Trak-1. As always, please feel free to contact us at any time to aid in your process. This is for your records and does not need to be returned to Trak-1.

PLEASE RETURN ALL COMPLETED DOCUMENTS TO LINDSAY MCCARTY
FAX – 918.779.6521 OR E-MAIL LINDSAY.MCCARTY@TRAK-1.COM



CUSTOMER SERVICES AGREEMENT

Account No.: _____
(Internal Use Only)

THIS AGREEMENT is effective and services are to begin as of the _____ day of _____, 20____. This Agreement is executed by and between Trak-1 Technology, Inc. d/b/a Trak-1 Technology ("TRAK-1"), an Oklahoma corporation, having its address of 2705 East 21st Street, Tulsa, Oklahoma 74114, through its authorized agent and the party identified below ("Customer").

Customer Information

Customer's Legal Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____ Years at Address: _____

Type of Business: (Check One) Proprietorship Partnership Corporation LLC State of Inc. _____

Tax Exempt under Section 501(c)(3) of the Internal Revenue Code: YES NO If Yes, Tax Exempt Certificate Provided: YES NO

Tax ID / FEIN: _____ Approximate No. of Employees: _____ Business Start Date: _____

Business Website Address: _____

List All Business Activities: _____

Customer Contact Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email: _____

Member or Affiliate of Other Trak-1 Customer: YES NO Name: _____

Billing Information

Billing/AP Contact: _____ Billing/AP Email for E-voicing: _____

Billing/AP Address: _____

City: _____ State: _____ Zip: _____

Billing/AP Phone: _____ Billing/AP Fax: _____

If paying via Credit Card: Type: MC VISA AMEX Credit Card #: _____

Name on Credit Card: _____ Exp. Date: _____

Credit Card Billing Address: _____

City: _____ State: _____ Zip: _____

Service Request Details

 Check all that apply:

Service Type: Residential Screening Employment Screening Non-Profit Volunteer Screening

Other (please describe): _____

Data Type Requested: Credit Reports Criminal History Drug & Alcohol Testing
 Motor Vehicle Records Worker's Compensation History

Anticipated Monthly Volume: _____



CUSTOMER PERMISSIBLE PURPOSE & RESTRICTED USE CERTIFICATION

Customer has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The Customer certifies its permissible purpose as (**Customer must initial all applicable purposes**):

In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer. Customer will not use these reports for employment purposes; or

For employment or volunteer purposes. Customer will use Reports only for employment or volunteer purposes, and will not access any other credit information for employment or volunteer purposes. Customer will not order or use a Report to determine eligibility for credit or insurance or in connection with the collection of a debt. Customer certifies that it will make the disclosures and meet the conditions required by the Fair Credit Reporting Act, as amended ("FCRA"), to the subject of each Report it accesses, and that information from the Report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, if Customer takes any adverse action based on any information from a Personal report, Customer will verify that information through another source; or

In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, in connection with an insurance claim where written permission of the consumer has been obtained. Customer will not access credit reports in connection with any insurance purpose other than underwriting. Customer will not access credit reports on any consumer after the consumer has filed a claim for proceeds of any insurance policy; or

In connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation. Customer must be a potential investor in, potential servicer of or a current insurer of an existing credit obligation; or

In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial status. Customer must be a governmental instrumentality or acting as an agent for a governmental instrumentality; or

In connection with the establishment of an individual's capacity to make child support payments or determining the appropriate level of such payments. Customer must be the head of state or local child support enforcement agency or authorized by the head of such agency. Customer certifies that it will make the disclosures and meet the conditions required by the FCRA to the subject of each report it accesses, and that information from the report will not be used in connection with any other civil administrative, or criminal proceeding, or for any other purpose; or

Customer is a noncredit granting government agency and certifies that it will request and receive identifying information, limited to name, address, former addresses, places of employment or former places of employment; or

In connection with a tenant screening application involving the consumer; or

Mortgage Reports. Customer certifies that it will obtain credit reports only in connection with a credit transaction involving the consumer on whom the information is furnished. Customer will request information for preparing mortgage credit reports only; or

In accordance with the written instructions of the consumer; or

For a legitimate business need in connection with a business transaction that is initiated by the consumer. Trak-1 will not accept this Agreement unless an explanation of the business transaction is attached.

Customer certifies that it shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Customer's one-time use. Customer shall not request, obtain or use consumer 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 Customer's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer 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.

Customer certifies that it will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

RECITALS

TRAK-1 provides background screening services, including but not limited to employment, volunteer and resident applicant screening, via the TRAK-1 Background Verification System. The TRAK-1 web-based automated background screening software system compiles a consortium of individual public records applicable to performing background screening on individuals into a summary report to serve as a verification and risk management tool for evaluating the credit worthiness and/or the criminal history of an individual.

The TRAK-1 software system provides the Customer with a combination of the following public records based on Customer's individual criteria and individual requests: Consumer Credit Reports; Criminal Records; Eviction Records; Negative Check Writing History; limited Rental Performance Data; and limited Employment Information. The TRAK-1 software system assimilates any combination of the aforementioned public records and provides information on an individual in a single reporting format.

Any references to a Multi-State or National Criminal Search shall not be construed as covering all jurisdictions located throughout the United States. TRAK-1 relies totally on various public information reporting agencies and TRAK-1 cannot and does not guarantee the accuracy or validity of such data provided by such third parties.

Customer desires to purchase from TRAK-1 the background screening services described above, and TRAK-1 desires to provide Customer with the same pursuant to the terms and conditions of this Agreement. Therefore, the parties agree as follows:

TERMS AND CONDITIONS OF SERVICE

1. REPORTS AND COMPLIANCE RELATED REQUIREMENTS.

a. TRAK-1 PROVIDES REPORTS. When Customer runs a background check using the Trak-1 Software, TRAK-1 provides to Customer a consumer report ("Report(s)"), as defined in the federal Fair Credit Reporting Act ("FCRA"), as it exists or is hereafter amended. Customer understands that in addition to the requirements found within this Agreement, the FCRA and certain state laws govern the use of Reports.

b. CUSTOMER ACKNOWLEDGES FCRA OBLIGATIONS. Customer acknowledges having received and read the "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," as provided in your Customer Compliance Package(s), as prescribed by the Federal Trade Commission. Customer agrees to abide by the laws and/or regulations set forth in this Notice and in all materials provided in the Customer Compliance Package(s).

c. CUSTOMER REQUESTS REPORTS ONLY IF AUTHORIZED. Customer agrees and certifies that Customer will only request a Consumer Report from TRAK-1 for Applicants who have authorized such Report to be provided, as further discussed in paragraph (1)(f) below. For the purposes of this Agreement the term "Applicant" shall include a consumer, tenant, prospective tenant, former tenant, credit applicant, employee, prospective employee, volunteer, or prospective volunteer.

d. CUSTOMER AGREES TO USE REPORTS ONLY FOR PERMISSIBLE PURPOSES. Every time Customer requests a Report from TRAK-1, Customer certifies that it is obtaining the Report for its exclusive one-time use for a "permissible purpose" as defined in Section 604 of the FCRA or this Agreement, which is defined to include an intent by Customer: (1)(a) to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or (2) to use the information for employment; or (3) to use the information for volunteer purposes. **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 not more than 2 years, or both.**

e. WRITTEN AUTHORIZATION OBTAINED IN ADVANCE BY CUSTOMER. Customer shall abide at all times by applicable provisions of the FCRA. Customer shall obtain an Applicant's written authorization *prior to* requesting a Report, whether or not federal or state law requires such Applicant's written authorization, and will provide the Applicant with a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act," as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"), a current sample of which is provided in the Customer Compliance Package. Written authorizations shall include language that permits Trak-1 to provide an applicant's information to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies. Additionally, if Customer wishes to use Reports for collection purposes on a former tenant, written authorizations shall also include language that authorizes Customer to obtain Reports for that purpose. All Applicant authorizations required by law, or this Agreement, shall be retained by Customer for five (5) years. Evidence of such written authorizations shall be made available for inspection by Trak-1 upon demand.

f. WRITTEN DISCLOSURE PROVIDED IN ADVANCE BY CUSTOMER FOR INVESTIGATIVE REPORTS. Customer certifies that if it requests Trak-1 to produce an investigative Report containing information as to the character, general reputation, personal characteristics, and/or mode of living of an Applicant, Customer will: A) disclose in writing to the Applicant that an investigative Report containing the above listed information may be obtained; B) include in the written disclosure that the Applicant has the right to request the nature and scope of the investigative Report; C) provide, in addition to the disclosure, a copy of the Applicant's rights in the format approved by the FTC, and D) within five (5) days of the Applicant's request for information as to the nature and scope of the investigative Report, provide such disclosure in the manner dictated by the FCRA.

g. CUSTOMER'S WRITTEN CERTIFICATION REGARDING EMPLOYMENT RELATED REPORTS. In the event Customer requests and/or obtains a Report for pre-employment and/or employment screening purposes, Customer shall abide by the terms set forth in the "Employer Certification" included in the Customer Compliance Package(s).

h. SEX-OFFENDER REPORT CERTIFICATION BY CUSTOMER. With regard to any Report containing **sex-offender information**, Customer shall certify prior to requesting such information that persons at risk are, at times, on or in the vicinity of the premises where, in the case of employment screening, the Applicant may work or is currently working, or, in the case of residential/tenant screening, where the Applicant may become a resident and/or tenant.

i. RESIDENTIAL SCREENING REPORTS BY CUSTOMER. With regard to any Report obtained in connection with housing, tenant, and/or resident screening, Customer shall not use or act upon any information in such Report in violation of the United States Fair Housing Act ("FHA"). The FHA prohibits discrimination in housing because of race or color, national origin, religion, sex, handicap, or familial status. Regarding the sale and rental of housing, no one can, on the basis of any of the protected classifications: refuse to rent or sell housing; refuse to negotiate for housing; set different terms or conditions for obtaining housing; provide different housing services or facilities; or falsely deny that housing is available for inspection, sale, or rental.

j. REPORTS ON CANADIAN RESIDENTS. For Reports requested by Customer concerning Applicants who are residents of Canada, or for dissemination and/or use of such Reports in Canada, Customer acknowledges having received and read the "Canadian Provincial Legislative

Overview" included in the Customer Compliance Package(s) and agrees to abide by the actual laws and/or regulations which are summarized therein.

k. IMPROPER PURPOSES PROHIBITED. Furthermore, Customer's employees shall be forbidden from attempting to obtain or from obtaining reports on themselves, associates, or any other person except in the exercise of their official duties.

l. CUSTOMER PHYSICAL INSPECTION. Federal law requires that Reports may only be provided to legitimate business entities. TRAK-1, their representative, or an independent third party on behalf of TRAK-1, may conduct a physical inspection of Customer's premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify Customer is a business enterprise. TRAK-1 may also request Customer's business license or other form(s) of identification before service may commence. Customer is not obligated to permit inspection and/or provide identification; however, TRAK-1 reserves the right not to provide Reports to Customer in such circumstances.

2. CONFIDENTIALITY AND RELATED ACCESS TO DATA AND DATA STORAGE REQUIREMENTS OF CUSTOMER.

a. CONFIDENTIALITY REQUIRED. All Reports shall be used in a strictly confidential manner. Except as required by law, no information from Reports will be revealed to any other person, save for those whose duty requires they review the information in relation to a Permissible Purpose for which the Report was ordered.

b. ACCESS BY APPLICANT REQUIRED. Notwithstanding the foregoing, this restriction shall not prohibit Customer in its own discretion from providing to an Applicant, who is the subject of an adverse action by the Customer, a copy of such Report and a FCRA Summary of Rights, samples of which are provided in the Customer Compliance Package(s).

c. PROHIBITED ACTIVITIES. Customer warrants that it will not, either directly or indirectly, itself or through any agent or third party: A) request, compile, store, maintain or use information obtained in Report to build its own database; B) resell any information obtained from Reports; and/or C) copy or otherwise reproduce the information in the Report.

d. RESTRICTED ACCESS AND SECURITY MEASURES REQUIRED. The ability to access Reports shall be restricted to only a few key personnel, and any terminal devices used to obtain Reports should be placed in a secure location within Customer's facility in such a manner as to make unauthorized access difficult. Customer must take precautions to secure any system or device used to access TRAK-1 services. Any devices/systems used to obtain Reports from TRAK-1 should be turned off and locked after normal business hours or when unattended by key personnel. Customer will require that each user of Customer's system access software will be assigned a unique logon password. Under no circumstances should unauthorized personnel have knowledge of any passwords used to access TRAK-1 services. Customer must protect account numbers and passwords in such a way as to be known only to key personnel. Customer shall not post in any manner passwords or account numbers within Customer's facility. Account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Customer. Any system access software Customer may use, whether developed by TRAK-1 or purchased from a third party vendor, must have account numbers and passwords "hidden" or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the services. Customer is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of Customer's assigned codes, which may or may not be detected, and of the possibility of use of a stolen or compromised assigned code to forge Customer's access to TRAK-1 services.

e. SECURITY REQUIREMENTS FOR ELECTRONIC FILES. All hard copies of electronic files of Reports are to be secured within Customer's facility and must be protected against release or disclosure to any unauthorized persons. Hard copy Reports are to be shredded, destroyed, or rendered unreadable, when no longer needed and when Customer is permitted to do so by applicable regulation(s) or this Agreement. Electronic files containing 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) or this Agreement.

3. TRAK-1 ACCESS TO CUSTOMER RECORDS. Customer shall provide TRAK-1 with access to Customer's records for purposes of verifying compliance with applicable laws. Specifically, TRAK-1 may request copies of authorizations and disclosures required by this Agreement to ensure compliance with Customer's obligations under this Agreement.

4. CONSUMER REPORT REQUIREMENTS PURSUANT TO THE STATE OF CALIFORNIA

Customer specifically agrees to the parties obligations in regard to the requirements of the State of California that are above and beyond the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Many of the reports being provided to Customer are now considered to be "Investigative Consumer Reports" under the California Civil Code and demand additional requirements in regard to their use. Customer agrees to keep itself informed of its obligations under the law. Customer assumes additional obligations and responsibilities when ordering reports on California residents for transactions occurring within the State of California.

1. Customer represents that the reports will be ordered for the permissible purpose(s) indicated above only.
2. When ordering a report for employment purposes, Customer will:
 - a. Prior to ordering a report, provide a written disclosure to the consumer which includes the following:
 - i. Notice that an investigative consumer report may be ordered regarding the consumer's character, general reputation, personal characteristics and mode of living,
 - ii. TRAK-1's name, address and toll-free telephone number,
 - iii. The Permissible Purpose of the Report,
 - iv. The nature and scope of the investigation to be conducted,
 - v. Notice that the consumer can request a copy of his/her file from TRAK-1 during normal business hours and the procedures for doing so,
 - vi. A checkbox where the consumer may indicate he/she would like to receive a free copy of the report,
 - vii. The written consent of the consumer.
 - b. Provide a copy of the report to the consumer within three (3) days from the day that Customer receives the report from TRAK-1, if a copy is requested by the consumer.
3. The requirements of 2(b) are applicable only when ordering consumer reports to qualify California residents for employment in the State of California.

With respect to reports ordered on California residents for transactions occurring within the State of California, customer additionally agrees to indemnify and hold TRAK-1 harmless in the underlying Agreement, Customer agrees to additionally hold TRAK harmless and to indemnify TRAK-1 from any "civil penalty" imposed upon TRAK-1 as a result of any act or omission of the Customer. A civil penalty is any amount identified by law as a minimal recovery by a claimant without the necessity of the claimant proving actual damages in such amount.

5. INDEMNIFICATION. Customer shall indemnify, defend and hold TRAK-1 harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including but not limited to attorney's fees and any expenditures, which may be asserted against TRAK-1 or which TRAK-1 may at any time sustain or incur by reason or in consequence of Customer's request for Reports supplied by Trak-1, use of Report(s) supplied by Trak-1 or request by Customer for Trak-1 to contact the individual about whom a Report is requested

for the purpose of obtaining information that Customer failed to supply to Trak-1, or by Customer's breach of any provision contained within this Agreement. Nothing in this paragraph shall obligate Customer to indemnify, defend or hold Trak-1 harmless from and against claims involving Trak-1's negligence or intentional misconduct. TRAK-1 shall indemnify, defend and hold Customer harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage or expense of whatsoever kind and nature, which may be asserted against Customer by reason or in consequence of TRAK-1's negligent or intentional violation of any obligation of TRAK-1 under this Agreement.

6. SOFTWARE. TRAK-1 is the owner of the computer software program commonly known as "Trak-1 Technology" and of all copyrights, trademarks, and other legal rights and interest in the program (the "Program"). The term Program also includes all written or printed documentation regarding the Program. TRAK-1 may grant to Customer a non-transferable, non-exclusive license to use the Program subject to the terms and restrictions set forth herein, but no such act shall be construed to convey any title or ownership rights in the Program to Customer. Any license is for the use of the Program only by the Customer at the Customer's business address set forth herein. The Customer may not distribute usernames, passwords, or copies of the Program or documentation. The Customer may terminate any license only by destroying all originals and copies of the Program. Any license will also terminate upon termination of this Agreement, in which event the Customer agrees to destroy the Program and all copies in any form.

7. FEES AND PAYMENT.

a. FEES. The fees for Trak-1 Reports are set forth in the Pricing Addendum attached hereto. TRAK-1 reserves the right to change prices upon thirty (30) days prior written notice and delivered by mail, facsimile, or electronic transmission to Customer. The prices and rates for the Reports do not include any governmental fees or upcharges, nor do they include applicable federal, state or local taxes. Customer will be solely responsible for all federal, state and local taxes levied or assessed in connection with TRAK-1's provision of services, other than income taxes assessed with respect to TRAK-1's net income.

b. PAYMENT. Trak-1 shall invoice Customer monthly for services rendered by Trak-1 in accordance with the following terms:

- i. Customer agrees to pay TRAK-1 upon receipt of an invoice for Reports rendered during the previous calendar month according to the current rate schedules in effect, including any taxes, surcharges or add-on fees imposed directly by any municipality, government, court or other such entity.
- ii. Invoicing may be transmitted electronically or via paper transmission.
- iii. All payments shall be due no later than 30-Days from the receipt of the invoice and shall be mailed or directed to Trak-1 at the following **BILLING ADDRESS, unless otherwise notified in writing by Trak-1:**

**TRAK-1 TECHNOLOGY, INC. D/B/A TRAK-1 TECHNOLOGY
POST OFFICE BOX 52028
TULSA, OKLAHOMA 74152**

- iv. Customer specifically agrees that it shall be financially responsible for all reports issued as a result of any use of Customer's assigned access codes, whether intended or not.
- v. In no case may Customer dispute charges appearing upon an invoice, if Customer does not provide TRAK-1 with notice of such dispute prior to 90 days from the date of the invoice.
- vi. All past due amounts shall accrue interest at a rate of 1.5% per month. Accounts suspended for late payment or returned checks are subject to a \$25.00 reconnection fee.
- vii. If collection efforts are required, Customer shall pay all costs of collection, including attorney's fees.

8. REPRESENTATIONS. TRAK-1 functions solely as a background screening and consumer reporting agency and TRAK-1 makes no representations regarding the background, responsibility, employment capabilities, credit-worthiness of or suitability for residency by any individual. TRAK-1 shall use good faith in attempting to obtain Applicant information from third party sources deemed reliable, in TRAK-1's sole judgment, but cannot and does not guarantee the accuracy of the Applicant information furnished. Because information is secured by and through fallible human sources, and that for the fee charged TRAK-1 cannot be an insurer of the accuracy of the information, Customer releases TRAK-1 and other companies from which TRAK-1 may obtain reports, and their officers, agents, employees, and contractors, from any and all liability, including without limitation, liability or damages from any negligence in connection with preparation of such reports.

9. WARRANTY. TRAK-1 DOES NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, REPORTS OR PROGRAMS, AND SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS, INJURY OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, ARISING OUT OF END-USER'S USE (OR INABILITY TO USE) REPORTS OR SERVICES, OR IN WHOLE OR IN PART BY TRAK-1'S ACTS OR OMISSIONS IN PROCURING, COMPILING, REPORTING, COLLECTING, INTERPRETING, COMMUNICATING OR DELIVERING SERVICES, REPORTS OR PROGRAMS, OR INFORMATION THEREIN. SHOULD ANY PORTION OF THE FOREGOING DISCLAIMER OF WARRANTY BE DETERMINED TO BE INVALID OR UNENFORCEABLE, OR SHOULD TRAK-1 BECOME LIABLE FOR DAMAGES ARISING UNDER THIS AGREEMENT FOR ANY OF TRAK-1'S ACTS, OF WHATSOEVER KIND, OR OMISSIONS, THEN END-USER MAY RECOVER FROM TRAK-1 ITS DIRECT DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE LESSER OF THE PRECEDING THIRTY (30) DAY'S CHARGES PAID BY END-USER FOR REPORTS AND SERVICES OR \$25,000.

10. FORCE MAJEURE. TRAK-1 SHALL NOT BE LIABLE FOR ITS INABILITY TO PERFORM, OR FOR ANY DELAY IN PERFORMING, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF THAT INABILITY OR DELAY IS CAUSED BY A FORCE MAJEURE EVENT, INCLUDING, BUT NOT LIMITED TO, EQUIPMENT FAILURES, GOVERNMENT ACTION, TRAK-1'S INABILITY TO ACQUIRE DATA, SERVICES OR OTHER PRODUCTS ON TERMS ANTICIPATED BY TRAK-1, OR FOR ANY OTHER CAUSE REASONABLY BEYOND TRAK-1'S CONTROL.

11. STATUS. TRAK-1 and Customer will perform their obligations hereunder as independent contractors. Nothing contained within this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principle and agent or master and servant between the parties.

12. TERM. This Agreement does not obligate Customer to use the Reports or services of TRAK-1. Customer may at anytime elect to use the same or similar Reports or services of other consumer reporting agencies without restriction. Customer and TRAK-1 agree that either party, with or without cause, may terminate this agreement at any time upon notice to the other. Additionally, TRAK-1 may unilaterally terminate this Agreement immediately or take any lesser action it believes is appropriate, including but not limited to blocking Customer's access to all services, if TRAK-1 believes in its sole judgment that Customer has failed to comply with any provision of this Agreement. No termination or expiration will relieve either party of any liability for monetary sums owing to the other.

13. BINDING ARBITRATION. Any dispute arising out of or relating to this Agreement or its breach will be settled by arbitration under and in accordance with the Commercial Arbitration Rules of the American Arbitration Association and governed by the laws of the State of Oklahoma. The arbitration will be held in Tulsa, Oklahoma. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States. This agreement to arbitrate will not prevent either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. Each party hereby consents to the jurisdiction of the state and federal courts of Oklahoma in connection with any application for such relief.

14. FAILURE OF ARBITRATION PROVISION. Should the arbitration provision hereinabove fail for any reason to bind the parties to such dispute resolution, the parties expressly agree that any legal action between the parties for a claim or dispute arising out of or relating to this Agreement or its breach shall commence in a court of competent jurisdiction in Tulsa County, Oklahoma.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Oklahoma. Additionally, the governing law for any arbitration, or legal action in the event of the failure of the arbitration provision of this Agreement, shall be the law of the State of Oklahoma, without reference to its conflicts of laws provisions. The parties hereby waive any objection they may have to the law and forum set forth above.

16. SEVERABILITY. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

17. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Customer and TRAK-1 with respect to the subject matter hereof and supersedes all prior agreements, negotiations or understandings, whether oral or written, save for any service agreement or addendum executed between the Customer and TRAK-1 for Reports or services obtained for other permissible purposes not covered by this Agreement. This Agreement may only be amended by a written instrument signed by both parties. This Agreement shall not be binding on either party until accepted and signed by an authorized individual on behalf of Trak-1.

18. CONSENT AND AUTHORITY. No consent, approval, or authorization of any third party is required in connection with signing and delivering this Agreement by Customer and TRAK-1, or in the consummation of any of the transactions required by this Agreement. The undersigned, on behalf of Customer and TRAK-1, has full authority to sign this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of the signed Agreement shall be legal and binding on all Parties.

20. NOTICE. Any notice required under the terms of this Agreement must be in writing either by U.S. Mail or by electronic transmission directed to csa@trak-1.com

IN WITNESS WHEREOF, Customer and Trak-1 each caused this Agreement to be executed by its duly authorized representative as of the date first written below.

PLEASE NOTE YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED AND REVIEWED THIS CUSTOMER SERVICES AGREEMENT TOGETHER WITH ALL APPLICABLE PRICING, PRODUCT AND COMPLIANCE EXHIBITS AND ADDENDUMS. YOUR SIGNATURE FURTHER REPRESENTS YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS CUSTOMER SERVICES AGREEMENT AND TO ABIDE BY ALL OF THE COMPLIANCE-RELATED INFORMATION IN THE CUSTOMER COMPLIANCE PACKAGE(S) PROVIDED TO YOU.

PLEASE CHECK ALL COMPLIANCE PACKAGES RECEIVED:

- Pricing Addendum General Customer Compliance Consumer Credit Reports MVR
- Drug & Alcohol Screening Employment Screening Residential Screening

PLEASE COMPLETE ATTACHED "CUSTOMER SETUP OPTION for FILTERING CRIMINAL & SEXUAL OFFENDER SERVICES".

TRAK-1 TECHNOLOGY, INC., d/b/a TRAK-1 TECHNOLOGY

CUSTOMER

By: _____
(Authorized Agent's Signature)

By: _____
(Authorized Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

FOR YOUR CUSTOMER SERVICE NEEDS, PLEASE CONTACT TRAK-1 AT (918) 779-7000.



“Exhibit A” to Service Agreement
Pricing

THE LOUISIANA CONFERENCE (UMC)

FEES AND PAYMENTS

All prices are subject to change. If prices change, Trak-1 will give Client a 30 day notice.

PRE EMPLOYMENT PACKAGES	PRICE PER SEARCH
<p><u>PROTECTION PACKAGE</u></p> <p><u>Broadscreen Criminal Search Plus</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Includes: Multi-State Criminal and National Sex Offender Search, OFAC Terrorist Watch List, FBI Most Wanted, DEA, ATF, US Customs, US Marshall, US Secret Service, Americas Most Wanted & Specially Designated Terrorists & Narcotics Traffickers search. (Includes 45 States plus D.C. for Criminal and 50 States plus D.C. for National Sex Offender Registry) Non-covered States currently include: Delaware, Massachusetts, South Dakota, West Virginia and Wyoming. Please note that Criminal Records <u>are</u> available in the above states. Colorado (Co-Courts) search is available at an additional charge. Non-covered states may be able to be accessed through manual state or county searches. Additional Fee Schedule for Non-Instant States Available On Request. <p><u>Social Security Check</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Using the name, date of birth and SSN of your applicant, we provide up to 3 current and previous addresses and employers, and verify that the SSN provided is a valid and authorized number by querying the applicant’s credit file. 	<p align="center">\$9.00</p>
<p><u>PROTECTION/1 PARISH PACKAGE</u></p> <p><u>Broadscreen Criminal Search Plus</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Includes: Multi-State Criminal and National Sex Offender Search, OFAC Terrorist Watch List, FBI Most Wanted, DEA, ATF, US Customs, US Marshall, US Secret Service, Americas Most Wanted & Specially Designated Terrorists & Narcotics Traffickers search. (Includes 45 States plus D.C. for Criminal and 50 States plus D.C. for National Sex Offender Registry) Non-covered States currently include: Delaware, Massachusetts, South Dakota, West Virginia and Wyoming. Please note that Criminal Records <u>are</u> available in the above states. Colorado (Co-Courts) search is available at an additional charge. Non-covered states may be able to be accessed through manual state or county searches. Additional Fee Schedule for Non-Instant States Available On Request. <p><u>Social Security Check</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Using the name, date of birth and SSN of your applicant, we provide up to 3 current and previous addresses and employers, and verify that the SSN provided is a valid and authorized number by querying the applicant’s credit file. <p><u>CrimTrak 7 Year 1 Parish</u> <i>24-72 hour turnaround</i></p> <ul style="list-style-type: none"> Using the SSN Check product, up to 1 Parish criminal searches are ordered based on last Parish of residence in the past 7 years. County searches will be substituted for Parish searches on applicants with non-Louisiana associated addresses. 	<p align="center">\$14.00 (LA)</p> <p align="center">\$14.00 + SF (All Other States)</p>

<p><u>PROTECTION/2 PARISH PACKAGE</u></p> <p><u>Broadscreen Criminal Search Plus</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Includes: Multi-State Criminal and National Sex Offender Search, OFAC Terrorist Watch List, FBI Most Wanted, DEA, ATF, US Customs, US Marshall, US Secret Service, Americas Most Wanted & Specially Designated Terrorists & Narcotics Traffickers search. (Includes 45 States plus D.C. for Criminal and 50 States plus D.C. for National Sex Offender Registry) Non-covered States currently include: Delaware, Massachusetts, South Dakota, West Virginia and Wyoming. Please note that Criminal Records <u>are</u> available in the above states. Colorado (Co-Courts) search is available at an additional charge. Non-covered states may be able to be accessed through manual state or county searches. Additional Fee Schedule for Non-Instant States Available On Request. <p><u>Social Security Check</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Using the name, date of birth and SSN of your applicant, we provide up to 3 current and previous addresses and employers, and verify that the SSN provided is a valid and authorized number by querying the applicant's credit file. <p><u>CrimTrak 7 Year 2 Parish</u> <i>24-72 hour turnaround</i></p> <ul style="list-style-type: none"> Using the SSN Check product, up to 2 Parish criminal searches are ordered based on last 2 Parishes of residence in the past 7 years. County searches will be substituted for Parish searches on applicants with non-Louisiana associated addresses. 	<p>\$20.50 (LA)</p> <p>\$20.50 + SF (All Other States)</p>
<p><u>PROTECTION/3 PARISH PACKAGE</u></p> <p><u>Broadscreen Criminal Search Plus</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Includes: Multi-State Criminal and National Sex Offender Search, OFAC Terrorist Watch List, FBI Most Wanted, DEA, ATF, US Customs, US Marshall, US Secret Service, Americas Most Wanted & Specially Designated Terrorists & Narcotics Traffickers search. (Includes 45 States plus D.C. for Criminal and 50 States plus D.C. for National Sex Offender Registry) Non-covered States currently include: Delaware, Massachusetts, South Dakota, West Virginia and Wyoming. Please note that Criminal Records <u>are</u> available in the above states. Colorado (Co-Courts) search is available at an additional charge. Non-covered states may be able to be accessed through manual state or county searches. Additional Fee Schedule for Non-Instant States Available On Request. <p><u>Social Security Check</u> <i>INSTANT!</i></p> <ul style="list-style-type: none"> Using the name, date of birth and SSN of your applicant, we provide up to 3 current and previous addresses and employers, and verify that the SSN provided is a valid and authorized number by querying the applicant's credit file. <p><u>CrimTrak 7 Year 3 Parish</u> <i>24-72 hour turnaround</i></p> <ul style="list-style-type: none"> Using the SSN Check product, up to 3 Parish criminal searches are ordered based on last 3 Parishes of residence in the past 7 years. County searches will be substituted for Parish searches on applicants with non-Louisiana associated addresses. 	<p>\$25.50 (LA)</p> <p>\$25.50 + SF (All Other States)</p>
<p>A LA CARTE ITEMS</p>	
<p><u>Motor Vehicle Report</u> (MVR)</p> <ul style="list-style-type: none"> MVR reports are instant in most states, but can take up to two days. A faxed copy of the applicant's consent may be necessary. Please see additional documentation for State Fee and Turnaround Times. FOR MVR FEES OUTSIDE OF LOUISIANA, PLEASE SEE PRICING AND TURNAROUND CHART IN YOUR MVR COMPLIANCE PACKAGE, OR CONTACT TRAK-1TECHNOLOGY FOR FEE INQUIRIES. 	<p>\$ 5.00 + SF (LA SF = \$6.00)</p>
<p>ADMINISTRATIVE FEES</p>	
<p><u>Administrative Client Set-up Fee</u></p> <ul style="list-style-type: none"> One time fee allows Trak-1 Representative to provide you with the lowest possible pricing by covering up front certain set costs including account set up and implementation, compliance and vetting, creation and issuance of the username and password and initial an ongoing training and support. 	<p>WAIVED</p>
<p><u>Annual Maintenance Fee</u></p> <ul style="list-style-type: none"> Helps Trak-1 continue to make available the high speed connections that allow our data providers to return results rapidly. 	<p>WAIVED</p>
<p><u>Invoice Fee</u></p> <ul style="list-style-type: none"> Covers the cost of production, mailing, and receiving paper invoices and remittance. Clients electing to receive invoices electronically may be able to avoid this fee. 	<p>\$3.50</p>



CUSTOMER COMPLIANCE PACKAGE

1. Notice to Users of Consumer Reports: Obligations of Users Under the FCRA
2. A Summary of Your Rights Under the Fair Credit Reporting Act

PROVIDED TO ALL TRAK-1 CUSTOMERS



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

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identify of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA). A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. [Sections 603\(l\), 604\(c\), 604\(e\), and 615\(d\)](#). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that a person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type, size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigation by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the CFRA can result in state government or federal government enforcement actions, as well as private lawsuits. [Sections 616, 617, and 621](#). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. [Section 619](#).

The FTC's Website, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y



A Summary of Your Rights Under the Fair Credit Reporting Act Consumer Rights Notice

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September, 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists on which these offers are based. You may opt-out with the nationwide credit bureaus at 1-800-392-7816.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

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

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357
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 800-613-6743
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 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 Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue Ste 100 Kansas City, Missouri 64108-2638 1-877-275-3342
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



CUSTOMER COMPLIANCE PACKAGE EMPLOYMENT SCREENING

- | | |
|--|-----------------------------|
| 1. Customer Agreement Regarding Use of
Consumer Reports for Employment Purposes | Customer Returns Complete |
| 2. Sample Employment Authorization & Disclosure | <i>For Customer Records</i> |
| 3. Sample Pre-Adverse Letter | <i>For Customer Records</i> |
| 4. Sample Post-Adverse Letter | <i>For Customer Records</i> |



ADDENDUM TO CUSTOMER SERVICES AGREEMENT EMPLOYMENT SCREENING

CUSTOMER AGREEMENT REGARDING USE OF CONSUMER REPORTS FOR EMPLOYMENT PURPOSES

As a condition to ordering and obtaining consumer reports from Trackers, Inc. d/b/a Trak-1 Technology ("Trak-1"), "You" (defined as the employer/company identified as the "Customer" in the Customer Services Agreement), agree as follows:

1. You certify to Trak-1 that with respect to each consumer report ("Report") ordered from Trak-1:
 - a. **Use for Employment Purposes Only.** 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. **Obtain Written Authorization in Advance.** 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. **Pre-Adverse Action Letter & Opportunity to Respond.** 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 copy of "A Summary of Your Rights Under the Fair Credit Reporting Act," as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). You acknowledge that Trak-1 has provided you a copy of the FCRA Summary of Rights and it can be obtained from the FTC's website (www.ftc.gov). 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.
 - d. **Post-Adverse Action Letter.** 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. Trak-1's name, address, and toll-free telephone number;
 - iii. A statement that Trak-1 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 Trak-1 if, within 60 days after receipt of the notice, he or she request a copy from Trak-1; and
 - v. Notice of the Applicant's right under the FCRA to dispute with Trak-1 the accuracy or completeness of any information in the Report.
 - e. You will not use any information in the Report in violation of any applicable Federal or State equal employment opportunity law or regulation.
 - f. You will provide the following additional notice to every Applicant:

If you live or are applying for a job in the state of California, Maine or New York, please review the additional notices.

CALIFORNIA. You may view the file maintained on you by Trak-1. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at Trak-1 offices in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone. Trak-1 has trained personnel available to explain your file to you, including any coded information. If you appear in person, one other person may accompany you, provided that person furnishes proper identification.

MAINE. You have the right upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer-reporting agency furnishing the report. The consumer may request and receive from the Company, within five business days of receipt of the consumer's request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer-reporting agency issuing an investigative consumer report concerning the consumer. In addition, the consumer also has the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

NEW YORK. The consumer has the right, upon written request, to be informed of whether or not an investigative consumer report was requested. If a consumer report is requested, the consumer will be provided with the name and address of the consumer-reporting agency furnishing the report. The consumer may inspect and receive a copy of the report by contacting that agency.



ADDENDUM TO CUSTOMER SERVICES AGREEMENT EMPLOYMENT SCREENING

NOTICE TO USERS OF THIS FORM: AS AN EMPLOYER AND USER OF CONSUMER REPORTS, IT IS YOUR RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL OF THE RELEVANT FEDERAL, STATE AND LOCAL LAWS GOVERNING THIS AREA. WE STRONGLY RECOMMEND THAT PRIOR TO USE OF THIS OR ANY FORM, YOU CONSULT WITH YOUR LEGAL COUNSEL.

SAMPLE FORM

AUTHORIZATION FOR EMPLOYER TO ACCESS CONSUMER REPORTS

Company Name, Address, and Phone Number

DISCLOSURE

By signing below, you acknowledge and understand that in connection with your application for employment with **[EMPLOYER NAME]** (including any independent contract for services) or when deciding whether to modify or continue your ongoing employment (if hired), we may obtain a "consumer report" and/or an "investigative consumer report" on you from **TRAK-1 TECHNOLOGY**, a consumer reporting agency, or from any third party, in strict compliance with both state and federal law. A consumer report is any communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used for purposes of serving as a factor in establishing your current and/or continuing eligibility for employment purposes. An investigative consumer report is obtained through personal interviews with individuals who may have knowledge of your character, general reputation, personal characteristics, or mode of living. The consumer reports or investigative consumer reports may contain public record information which may be requested or made on you including, but not limited to: consumer credit, criminal records, civil cases in which you have been involved, driving history records, education records, previous employment history, workers compensation claims history, social security traces, military records, professional licensure records, eviction records, drug testing, government records, and others. You further understand that these reports may include experience information along with reasons for termination of past employment. You also acknowledge and understand that information from various federal, state, local and other agencies which contain information about your past activities will be requested, and that a consumer report containing injury and illness records and medical information may be obtained only after a tentative offer of employment has been made. You are hereby notified that you have the right to make a timely request for a copy of the scope and nature of the above investigative background report and/or a complete copy of your consumer report contained in **[EMPLOYER NAME]'s** files on you at the time of your request by providing proper identification and the payment of any legally permissible fees. You are further notified that, prior to being denied employment based in whole or in part on information obtained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the consumer reporting agency and a description in writing of your rights under the Fair Credit Reporting Act. Correspondence to **TRAK-1 TECHNOLOGY** should be forwarded to: **Trak-1 Technology; Consumer Disputes; P.O. Box 52028; Tulsa, Oklahoma, 74152.**

THE FAIR CREDIT REPORTING ACT GIVES YOU SPECIFIC RIGHTS IN DEALING WITH CONSUMER REPORTING AGENCIES. YOU WILL BE GIVEN A SUMMARY OF THESE RIGHTS TOGETHER WITH THIS DOCUMENT.

AUTHORIZATION

By signing below, you hereby authorize, without reservation, **TRAK-1 TECHNOLOGY** or any third party contacted by this organization to furnish the above-mentioned and requested information. You further authorize ongoing procurement of the above-mentioned information, reports and records at any time during your employment or contract or in the course of considering you for employment. You also agree that a fax or photocopy of this authorization with your signature is accepted as having the same authority as the original. You further authorize and request, without reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agencies, or other persons or agencies having knowledge about you to furnish **[EMPLOYER NAME]** with any and all background information in their possession regarding you, so that your employment qualifications may be evaluated and/or reassessed.

ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY OF RIGHTS

By signing below, you certify: (1) that you have read and fully understand this disclosure and authorization; (2) that all of the information you are providing is true, complete, correct and accurate; and (3) that you acknowledge that you have received the attached summary of your rights under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.). The following is information required in order for **[EMPLOYER NAME]** to obtain a complete consumer report.

PRINT FULL LEGAL NAME (First, Full Middle Name, Last Name)

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY NUMBER Date of Birth

DRIVER'S LICENSE NUMBER ISSUING STATE

OTHER OR FORMER NAMES (aka, maiden names, married names, surnames etc.)

CONSUMER'S SIGNATURE DATE



ADDENDUM TO CUSTOMER SERVICES AGREEMENT EMPLOYMENT SCREENING

Check this box if you are a Minnesota, Oklahoma, or California applicant, and you would like to receive a copy of your consumer report, if one is obtained. For California applicants only: a copy of your report will be sent to you by the above-referenced employer within three business days beginning on the date of receipt by the employer. For Minnesota applicants only: the consumer reporting agency shall furnish a copy of your consumer report within twenty-four hours of providing it to the above-referenced employer. For Oklahoma applicants only: the consumer reporting agency shall furnish a copy of your consumer report.

NOTICE TO CALIFORNIA APPLICANTS ONLY

Pursuant to § 1786.22 of the California Civil Code, you may view the file maintained on you by Trak-1 Technology during normal business hours. You may also obtain a copy of this file, either in person or by mail, by submitting proper identification and paying the costs of duplication services. You may also receive a summary of the file by telephone upon production of adequate identification. Trak-1 is required to have trained personnel available to explain your file to you and any coded information contained therein. You may appear in person alone, or with another person of your choice, provided that this additional person furnishes proper identification.

CALIFORNIA CIVIL CODE § 1786.22

§ 1786.22. (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

(1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

(2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification.

An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



ADDENDUM TO CUSTOMER SERVICES AGREEMENT EMPLOYMENT SCREENING

SAMPLE PRE-ADVERSE ACTION LETTER

As a courtesy to our customers, we offer the following sample letter to assist you with ensuring you are in compliance with the requirements of the Fair Credit Reporting Act. As the employer or user of a consumer report, it is your responsibility to ensure compliance with all of the relevant federal, state and local laws governing this area. We strongly recommend that you consult your own legal counsel prior to using this or any other form letter.

Dear [APPLICANT NAME]:

A decision is currently pending concerning your application for employment at [CUSTOMER NAME]. We are forwarding a **copy of the consumer report** that you authorized in regard to your application for employment, together with a “**Summary of Rights Under the Fair Credit Reporting Act.**” The contents of the enclosed report are currently under review in consideration of your employment.

If this report contains any information that is inaccurate or incomplete, you should contact our office immediately so that the corrected information can be reviewed prior to an employment decision being made.

Regards,

COMPANY REPRESENTATIVE NAME



ADDENDUM TO CUSTOMER SERVICES AGREEMENT EMPLOYMENT SCREENING

SAMPLE POST-ADVERSE ACTION LETTER

As a courtesy to our customers, we offer the following sample letter to assist you with ensuring you are in compliance with the requirements of the Fair Credit Reporting Act. As the employer or user of a consumer report, it is your responsibility to ensure compliance with all of the relevant federal, state and local laws governing this area. We strongly recommend that you consult your own legal counsel prior to using this or any other form letter.

Dear [APPLICANT NAME]:

We regret to inform you that based on our current hiring criteria, we are unable to consider you further for an employment opportunity with our organization. This decision was made in part based on information we received in a consumer report provided to us, at our request, by Trak-1 Technology. Please note that Trak-1 Technology does not make any employment decisions on our behalf and is not able to provide you with any information relating to our decision.

In accordance with the Fair Credit Reporting Act, you have previously received a copy of this information and a copy of your rights under the Act. You have the right to obtain an additional free copy of the report within 60 days of your receipt of this letter by contacting Trak-1 Technology at the address and telephone number below. You also have the right to dispute the accuracy or completeness of any information contained in the consumer report by contacting Trak-1 Technology. You may view their consumer dispute procedure by going to www.trak-1.com and viewing their consumer services page. All disputes must be directed to:

Trak-1 Technology
P.O. Box 52028
Tulsa, OK 74152
877-779-7003

Thank you for your interest in employment with our organization.

Regards,

COMPANY REPRESENTATIVE NAME



CUSTOMER COMPLIANCE PACKAGE MOTOR VEHICLE RECORDS

- | | |
|---------------------------------------|-----------------------------|
| 1. Addendum for Motor Vehicle Records | Customer Returns Complete |
| 2. Customer Information Form | Customer Returns Complete |
| 3. Pennsylvania Authorization Form | <i>For Customer Records</i> |
| 4. Washington Authorization Form | <i>For Customer Records</i> |

PROVIDED TO CUSTOMERS WHO REQUEST MOTOR VEHICLE RECORDS



ADDENDUM TO CUSTOMER SERVICES AGREEMENT MOTOR VEHICLE RECORDS ADDENDUM

CUSTOMER INFORMATION FORM MOTOR VEHICLE RECORDS

Customer has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., including, without limitation, all amendments thereto ("FCRA"). Customer represents that in addition to complying with the FCRA, it will follow the obligations under the Driver Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and other similar federal, state and local laws regulating the release of such consumer reports. Customer certifies that it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

PART I. TYPE OF BUSINESS (please select and initial)

Employer*. Screening applicants and/or employees for Customer's company only.
Number of Employees: _____ Describe Type of Business: _____

***All Non-Motor Carrier Companies must provide one of the following documents completed by the IRS**
(please select & provide verification to your Trak-1 Representative):

- EFTPS Enrollment Form Federal 940 FUTA Return
- Federal Tax Deposit Coupon Federal 941 Quarterly Return

Motor Carrier. Customer must provide DOT, ICC or Public Utility Commission (PUC) number: _____

Customer is a member of a State Trucking Association: NO YES

If Yes, Customer is a member of the following State(s) Trucking Association: _____

Insurance Agency or Company.
Customer must provide one of the following:
 Copy of Producer/Agency License OR NAICS Code (Provide Certificate of Authority): _____

Reseller (Wholesale).
Please indicate your client base: Employers Insurance Companies Other: _____

PART II. CONSUMER CREDIT REPORTS

Will Customer be ordering Consumer Credit Reports? YES* No

*If Yes, Customer must also receive and complete the Consumer Credit Reports Addendum.

PART III. MVR PRODUCT ACCESS

Will Customer be ordering Motor Vehicle Reports (MVR)? YES* No

*If Yes, Customer must indicate the purpose for ordering MVR. Please note that additional State Specific Paperwork may be required.

- Customer orders MVRs for employment purposes, i.e. for applicants and employees only
- Customer orders MVRs for the purpose of underwriting insurance.
- Customer orders MVRs for the purpose of reselling or providing to a third party (please identify reason below):
 Insurance Employment Other: _____
- Customer orders MVRs for another reason. Please describe: _____



**ADDENDUM TO CUSTOMER SERVICES AGREEMENT
MOTOR VEHICLE RECORDS ADDENDUM**

State of Pennsylvania Driver Authorization

I, _____, do hereby authorize the Division of Motor Vehicles to release my driving record to.

End User Company Name: _____

Address: _____

Phone Number: _____

This release shall remain in full force and effect until I, myself, file formal withdrawal.

Driver's Full Name _____

Date of Birth _____

Drivers License Number _____

Signature

Date



ADDENDUM TO CUSTOMER SERVICES AGREEMENT MOTOR VEHICLE RECORDS ADDENDUM

State of Washington Driver Authorization

EMPLOYEE OR PROSPECTIVE EMPLOYEE REQUEST

That I, _____, am an employee or prospective employee of the company named below and that I request a copy of my official Driving Record in the **State of Washington** be released to my employer or prospective employer or their agent.

Authorization of employee or prospective employee for release of abstract of driving record

Signature Date WA License # or print full name & date of birth

EMPLOYER ATTESTATION

(A) That the company named below is an employer or prospective employer of the above named individual and that I am a representative authorized to bind said company.

(B) That **Trak-1 Technology** is acting as agent on our behalf to obtain the abstract of driver records of the above named individual.

(C) That abstracts of driver record **shall be used exclusively to determine whether the above named individual should be employed to operate a school bus or commercial vehicle upon the public highways**, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

(D) That the information contained in the abstracts of driver records obtained from the **Washington State Department of Licensing** shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

Company Name

Address

Name (print)

Title

Signature

Date

This record must be maintained by the employer or prospective employer for a period of not less than two (2) years from the last date above. Failure to obtain all signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.

RCW 46.52.130 Abstract of driving record -- Access -- Fees -- Penalty

A certified abstract of the driving record shall be furnished only to the individual named in the abstract, an employer or prospective employer or an agent acting on behalf of an employer or prospective employer. Upon proper request, a certified abstract of the full driving record maintained by the department shall be furnished to the individual named in the abstract or to an employer or prospective employer or an agent acting on behalf of an employer or prospective employer of the named individual. The abstract, whenever possible, shall include an enumeration of motor vehicle accidents in which the person was driving; the total number of vehicles involved; whether the vehicles were legally parked or moving; whether the vehicles were occupied at the time of the accident; whether the accident resulted in any fatality; any reported convictions, forfeitures of bail, or findings that an infraction was committed based upon a violation of any motor vehicle law; and the status of the person's driving privilege in this state. The enumeration shall include any reports of failure to appear in response to a traffic citation or failure to respond to a notice of infraction served upon the named individual by an arresting officer. Any employer or prospective employer or an agent acting on behalf of an employer or prospective employer receiving the certified abstract shall use it exclusively for his or her own purpose to determine whether the licensee should be permitted to operate a commercial vehicle or school bus upon the public highways of this state and shall not divulge any information contained in it to a third party. Release of a certified abstract of the driving record of an employee or prospective employee requires a statement signed by: (1) The employee or prospective employee that authorizes the release of the record, and (2) the employer attesting that the information is necessary to determine whether the licensee should be employed to operate a commercial vehicle or school bus upon the public highways of this state. If the employer or prospective employer authorizes an agent to obtain this information on their behalf, this must be noted in the statement. Any negligent violation of this section is a gross misdemeanor. Any intentional violation of this section is a class C felony.

PRODUCT ANNOUNCEMENT:
NEW HAMPSHIRE MVR RELEASE

January 24, 2007

Dear Customer,

The state of New Hampshire now requires a state specific Release form to be filled out by you and signed by your applicant prior to obtaining any New Hampshire motor vehicle records. Please note that this Release must be signed by your applicant before a notary public.

You may obtain a copy of the Release at <http://www.nh.gov/safety/divisions/dmv/forms/dsmv505.pdf>
The following instructions will assist you in completing this form.

- I. Requested Information: Select box "B", "Another person's Motor Vehicle Record?"
- II. Requestor Information: List your company's information
- III. Requested Records: Select the second box, "Driver Record (Non-Certified copy)"
- IV. Intended Use of Information: Leave this section blank
- V. Search For: Complete this section using your applicant's information
- VI. Signed Authorization: Applicant must sign in the first box before a notary public.
You, the customer, must sign in the "Certification" box.

Please note that you are prohibited under New Hampshire law from requesting any motor vehicle records from the state without first filling out this Release. You are responsible for the retention of this Release for no less than five (5) years. Please refer to Title XXI, Chapter 260, Administration of Motor Vehicle Laws: Powers and Duties, Section 260:14 for specific information regarding the retention of records. Retention of this Release and other covered records is very important. The state of New Hampshire may request these Releases in a random audit. If an audit does occur, either Trak-1 or the New Hampshire Department of Motor Vehicles will contact you requesting copies of the Release(s).

If you have any questions, please contact your Account Representative.

Thank you for your cooperation,

Your Product Delivery Team.

RELEASE OF MOTOR VEHICLE RECORDS

(Pursuant to RSA 260:14)



NH DEPARTMENT OF SAFETY Division of Motor Vehicles

23 Hazen Drive, Concord, NH 03305

Tele: Driver Records (603) 271-2322
 Registration (603) 271-2251
 Repro/Accidents (603) 271-2128
 Title (603) 271-3111
 Fax (603) 271-1061 (all areas)

Form DSMV 505 (Rev. 03/05)

<p>I. Requested Information: Are you requesting:</p> <p>A. <input type="checkbox"/> Your Motor Vehicle Record?</p> <p>B. <input type="checkbox"/> Another person's Motor Vehicle Record? <small>The back of this form must be completed and notarized.</small></p> <p>C. <input type="checkbox"/> Another person's Motor Vehicle Record as an authorized agent of your employer or a company? <small>A Certificate of Authority must accompany this request, or one must be on file with the Division of Motor Vehicles.</small></p>	<p>II. Requestor Information:</p> <p>Name of Requestor: _____</p> <p>Employer/Company (if applicable): _____</p> <p>Address: _____ Tele.#: _____</p> <p>City: _____ State: _____ Zip: _____</p>
<p>III. Requested Records:</p> <p><input type="checkbox"/> Driver Record (Certified copy): \$ 10.00</p> <p><input type="checkbox"/> Driver Record (Non-Certified copy): \$ 8.00</p> <p><input type="checkbox"/> Driver Record (Insurance copy): \$ 8.00</p> <p><input type="checkbox"/> Registration Listing (Current Information Only): \$ 5.00</p> <p><input type="checkbox"/> Registration (Certified copy): \$ 10.00</p> <p><input type="checkbox"/> Title Search: \$ 20.00</p> <p><input type="checkbox"/> License Applications and Letters of Verification: \$ 10.00</p> <p><input type="checkbox"/> Insurance Card (Accident use only): \$ 1.00</p> <p><input type="checkbox"/> Accident Report (Requestor will be notified of cost): \$ 1.00 per page (\$5.00 minimum)</p> <p><input type="checkbox"/> Other: _____: \$ _____</p> <p>Make checks payable to "State of NH – DMV"</p>	<p>IV. Intended Use of Information: <u>IMPORTANT: To be completed only if you checked Box C above</u></p> <p><input type="checkbox"/> For use in connection with any civil, criminal, administrative or arbitral proceeding. Docket # _____ Court: _____ [RSA 260:14 V (a)(2)].</p> <p><input type="checkbox"/> By a bank or similar institution to verify the accuracy of personal information submitted by the individual to the bank [RSA 260:14 V (a)(3)].</p> <p><input type="checkbox"/> For providing notice to the owner(s) of a towed or impounded vehicle [RSA 260:14 V (a)(5)].</p> <p><input type="checkbox"/> For use by any private investigative agency or security service licensed by this state for any purpose permitted pursuant to RSA 260:14, V (a), other than for bulk distribution for surveys, marketing or solicitations pursuant to RSA 260:14, V (a)(8) [RSA 260:14 V (a)(6)]. <small>Indicate specific reason here</small></p> <p><input type="checkbox"/> By an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license [RSA 260:14 V (a)(7)].</p> <p><input type="checkbox"/> By a public utility to perform its public service obligation provided the individual has given their express consent [RSA 260:14, V (a)(9)].</p> <p><input type="checkbox"/> For an insurance company or by its authorized agent [RSA 260:14 IV (a)(2)].</p> <p><input type="checkbox"/> Vehicle or boat information only.</p> <p><input type="checkbox"/> For use by a life insurance company authorized to write life insurance policies in New Hampshire, or its authorized agent. In checking off this box, I represent that the named person's written consent to the release of the record has been obtained and that the record will be used solely in connection with claims investigation, rating, and underwriting. _____ [(RSA 260:14, V(a)(10))] <small>(Initial here)</small></p>
<p>V. Search For (provide all applicable information):</p> <p>Name: _____</p> <p>Date of Birth: _____</p> <p>Registration/Plate #: _____</p> <p>Driver License/I.D. #: _____</p> <p>Vehicle Identification #: _____</p>	<p>Last Known Address: _____</p> <p>_____</p> <p>Date of Accident: _____</p> <p>Location of Accident: _____ <small>Route/Street City/Town</small></p> <p>Other Identification Information: _____</p>

*****Reverse Side Must Be Completed Before Processing*****

VI. Signed Authorization:

If you are requesting your record be released to another person, the authorization of the person listed in Section V "Search For" must be acknowledged by a Notary Public or a Justice of the Peace on the back of this form.

<p>Notary Public / Justice of the Peace Acknowledgement:</p> <p>I authorize my record to be released to a third person:</p> <p>_____ Date: _____ (Signature)</p> <p>State of _____, County of: _____ ss Date: _____</p> <p>The above named _____ personally appeared and made oath that the above declaration by him is true.</p> <p>In witness whereof I hereunto set my hand and official seal:</p> <p>_____ Notary Public/Justice of the Peace Commission Expiration</p>	<p>Certification:</p> <p>I have read RSA 260:14 and I understand the limitations placed on the use of information received by the Department of Safety. This form is signed under penalty of unsworn falsification pursuant to RSA 641:3 and subject to the penalties specified in RSA 260:14, IX.</p> <p>_____ <i>Signature of Requestor</i></p> <p>Date: _____</p>
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VIII. PENALTY CLAUSE:

RSA 260:14, IX states as follows:

(a) A person is guilty of a class B misdemeanor if such person knowingly discloses information from a department record to a person known by such person to be an unauthorized person; knowingly makes a false representation to obtain information from a department record; or knowingly uses such information for any use other than the use authorized by the department. In addition, any professional or business license issued by this state and held by such person may, upon conviction and at the discretion of the court, be revoked permanently or suspended. Each such unauthorized disclosure, unauthorized use or false representation shall be considered a separate offense.

(b) A person is guilty of a class B felony if, in the course of business, such person knowingly sells, rents, offers, or exposes for sale motor vehicle records to another person in violation of this section.

OFFICIAL USE ONLY		
Date Received: _____	Date Sent: _____	
Type of Identification:	<input type="checkbox"/> Valid Photo Driver License	<input type="checkbox"/> State-issued Photo ID
	<input type="checkbox"/> Valid Passport	<input type="checkbox"/> Birth Certificate
		<input type="checkbox"/> Valid Military Identification
		<input type="checkbox"/> Other (specify) _____
ID Number _____		
_____ Employee Verifying Applicant Identification (Print Name)	_____ Signature	

-----DO NOT WRITE BELOW THIS LINE-----



MVR Turnaround & Fee Schedule

Last Updated 1.1.2008

STATE	TURNAROUND	CUT-OFF (Non-Instant)	TURNAROUND (Non-Instant)	REPORTS RETURNED (Non-Instant)	STATE FEE	EFFECTIVE DATE
Alabama	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Alaska	NON-INSTANT	3:45p	ONE DAY	7:10a	\$5.00	1/1/08
Arizona	INSTANT	N/A	N/A	N/A	\$6.25	1/1/08
Arkansas	INSTANT	N/A	N/A	N/A	\$11.50	1/1/08
California	NON-INSTANT	2:30p	ONE DAY	7:00a	\$2.00	1/1/08
Colorado	INSTANT	N/A	N/A	N/A	\$2.20	1/1/08
Connecticut	INSTANT	N/A	N/A	N/A	\$16.00	1/1/08
Delaware	INSTANT	N/A	N/A	N/A	\$15.00	1/1/08
Dist. Of Columbia	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Florida	INSTANT	N/A	N/A	N/A	\$3.15	1/1/08
Georgia	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Hawaii	NON-INSTANT	3:30p	2 DAYS	5:00p	\$9.00	1/1/08
Idaho	INSTANT	N/A	N/A	N/A	\$5.50	1/1/08
Illinois	INSTANT	N/A	N/A	N/A	\$12.00	1/1/08
Indiana	INSTANT	N/A	N/A	N/A	\$7.50	1/1/08
Iowa	INSTANT	N/A	N/A	N/A	\$8.50	1/1/08
Kansas	INSTANT	N/A	N/A	N/A	\$6.50	1/1/08
Kentucky	INSTANT	N/A	N/A	N/A	\$5.00	1/1/08
Louisiana	INSTANT	N/A	N/A	N/A	\$6.00	1/1/08
Maine	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Maryland	INSTANT	N/A	N/A	N/A	\$9.00	1/1/08
Massachusetts	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Michigan	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Minnesota	INSTANT	N/A	N/A	N/A	\$5.00	1/1/08
Mississippi	INSTANT	N/A	N/A	N/A	\$11.00	1/1/08
Missouri	INSTANT	N/A	N/A	N/A	\$1.25	1/1/08
Montana	INSTANT	N/A	N/A	N/A	\$7.25	1/14/08
Nebraska	INSTANT	N/A	N/A	N/A	\$3.00	1/1/08
Nevada	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
New Hampshire	INSTANT	N/A	N/A	N/A	\$9.00	1/1/08
New Jersey	INSTANT	N/A	N/A	N/A	\$10.00	1/1/08
New Mexico	INSTANT	N/A	N/A	N/A	\$2.50	1/1/08
New York	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
North Carolina	INSTANT	N/A	N/A	N/A	\$8.00	1/1/08
North Dakota	INSTANT	N/A	N/A	N/A	\$3.00	1/1/08
Ohio	INSTANT	N/A	N/A	N/A	\$2.00	1/1/08
Oklahoma	NON-INSTANT	2:30p	ONE DAY	5:15a	\$11.00	1/1/08
Oregon	NON-INSTANT	N/A	Up to 1 week	N/A	\$4.00	1/1/08
Pennsylvania	NON-INSTANT Special Notarized Auth Form Required	N/A	1-2 weeks	N/A	\$10.25	1/1/08
Rhode Island	INSTANT	N/A	N/A	N/A	\$19.50	1/1/08
South Carolina	INSTANT	N/A	N/A	N/A	\$7.25	1/1/08
South Dakota	INSTANT	N/A	N/A	N/A	\$4.00	1/1/08
Tennessee	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Texas	INSTANT	N/A	N/A	N/A	\$6.50	1/1/08
Utah	INSTANT	N/A	N/A	N/A	\$9.00	1/1/08
Vermont	INSTANT	N/A	N/A	N/A	\$13.00	1/1/08
Virginia	INSTANT	N/A	N/A	N/A	\$7.00	1/1/08
Washington	NON-INSTANT Special Auth Form Required	1:00p	ONE DAY	7:00a	\$10.00	1/1/08
West Virginia	INSTANT	N/A	N/A	N/A	\$8.00	2/1/08
Wisconsin	INSTANT	N/A	N/A	N/A	\$5.00	1/1/08
Wyoming	NON-INSTANT	4:00p	ONE DAY	5:30p	\$3.00	1/1/08

*All times shown are Pacific Standard Time.

**Report turnaround is based on experience. Report turnaround times and State Fees are subject to change without notice.



Your Customer Care Team

Welcome to your Trak-1 Customer Care Team. We have a team of trained background screening individuals who can help you with your background screening questions. Please contact us with your background screening needs!

Have a question about a Trak-1 report? Call your Trak-1 Customer Care Representatives!

Marcus Howell
Customer Care Representative
800.600.8999 x 140
marcus@trak-1.com

Charles Saldivar
Customer Care Representative
800-600-8999 x 129
charles.saldivar@trak-1.com

We will help you with your day to day service-related questions, including questions about pending reports, missing information, and how to interpret a Trak-1 report.

Have a question about your Trak-1 products and services? Call your Trak-1 Account Manager!

Lindsay McCarty
Account Manager
800.600.8999 x 153
Lindsay.McCarty@trak-1.com

Ruthie Roark
Account Manager
800.600.8999 x 103
Ruthie.Roark@trak-1.com

We will help you design a customized background screening program for your organization. We will assist you with questions about your Trak-1 services and products as well as any escalated customer service issues you may have.

Have a technical question about the Trak-1 website? Contact Trak-1 Technical Support Team!

Michael Johnson
Systems Development Team
800.600.8999 x 127
michael.johnson@trak-1.com

James Currie
Systems Development Team
800.600.8999 x 139
james.currie@trak-1.com

We can assist you with your technical related questions, including questions about how to place an order, how to view a Trak-1 report, how to change or add users and how to change your password.

Have a question about the Trak-1 product or our Trak-1 processes? Call:

Chad Stair
Corporate Account Manager
800.600.8999 x 131
chad.stair@trak-1.com

We can assist with escalated customer service issues, technical request, and product/process questions or concerns.

Current as of 08.12.08