

Getting started is easy!

1. Completing this form is the next step in setting up your volunteer and/or employment screening accounts.
2. Please complete this Credentialing & Account Information Application, End User Certification, and Service Agreement.
 - You may fill in most of this form in your browser by clicking on the form fields. (You may need to download Adobe Acrobat Reader version 5 or later at: <http://get.adobe.com/reader>)
3. Have an authorized user physically fill in and sign the signature blocks at the end of the Credentialing & Account Information Application, at the end of the End User Certification, and the top and bottom of the Service Agreement. 4 physical signatures in total. These signature fields are identified within the document by red "Sign Here" flags.
4. Send the completed agreements (we do not need the Notice to Consumers) to Verified Volunteers for activation via one of the two methods below:

- Email to: newaccounts@verifiedvolunteers.com or
- Fax to: 855-326-1862

Fax Cover Sheet (only fill out if returning document via fax)

Send To

From

Email or Fax

Organization

of Pages

Phone

In the event we need to contact you, please provide the following contact information.

Phone

Best time to be reached

Your Checklist:

(make sure you complete all of the below before submitting)

- ✓ I filled out the Credentialing and Account Information form.
- ✓ I checked off the Permissible Purpose sections (B & C).
- ✓ I completed the Bank Reference and Trade Reference section (D).
- ✓ I entered my Organization Name at the top of the End User Agreement.
- ✓ I physically signed the 4 red signature blocks in the forms.
- ✓ I have attached proof of my 501c3 exempt status.

Questions?

Contact Verified Volunteers toll free at: 1-855-326-1860

Upon our receipt of the completed and signed Agreement, you will be contacted if additional information is needed to establish your account.

We look forward to building a community of Verified Volunteers.

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

■ Section A: Organization Information

Legal Name of Organization

DBA (Other Names You Do Business By)

Legal Street Address (No PO Boxes)

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Organization's Website URL

Billing Contact

Email

Billing Address

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Years in Business

Years

Months

If organization has been in business for one year or less, two of the following must be obtained and attached to application: (1) copy of utility bill or telephone bill in the business name, (2) copy of lease or proof of property ownership, (3) copy of bank statement addressed to the end user, (4) proof of commercial insurance

■ Section B: Permissible Purpose for Access to Verified Volunteers Background Checks

For volunteer screening purposes

For other permissible purpose (please describe)

■ Section C: Permissible Purpose for Access to SterlingBackcheck Background Checks

For employment screening purposes

For tenant screening purposes

For student screening purposes

For other permissible purpose (please describe)

To learn more, contact:

■ Section D: References

Bank Reference

Name		Phone
<input type="text"/>		<input type="text"/>
Address		
<input type="text"/>		
City	State	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Name	Date Account Opened	
<input type="text"/>	<input type="text"/>	

We need this information for credentialing purposes to ensure you are a bona fide entity. The information entered here is not associated in any way with your payment to Verified Volunteers.

Trade Reference

Name		Phone
<input type="text"/>		<input type="text"/>
Address		
<input type="text"/>		
City	State	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Name	Doing Business Since	
<input type="text"/>	<input type="text"/>	

A trade reference is any vendor or business you regularly pay for services.

■ Section E: Primary Authorized User Information for your Verified Volunteers Account

Primary Authorized User Name		Title
<input type="text"/>		<input type="text"/>
Contact Phone (xxx) xxx-xxxx	Fax (xxx) xxx-xxxx	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)		
<input type="text"/>		

■ Section F: Additional Authorized User(s) Information for your Verified Volunteers Account

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

■ Section G: Primary Authorized User Information for your Employee (SterlingBackcheck) Account

Leave blank if not signing up for employee screening or if the primary user for your employee (SterlingBackcheck) account is the same as the primary user you listed for your Verified Volunteers account.

Primary Authorized User Name

Title

Contact Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

■ Section H: Additional Authorized User(s) Information for your Employee (SterlingBackcheck) Account

Leave blank if not signing up for employee screening or if the additional authorized users for your employee (SterlingBackcheck) account are the same as the additional authorized users you listed for your Verified Volunteers account.

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

■ Section I: Additional Information

Organization Information

1. Organization name to be listed on Verified Volunteers badge

2. Number of volunteers: Number to be screened annually:

3. Number of employees (if applicable): Number to be screened annually (if applicable):

4. Yes, please send me an email notification when the report is complete. Please direct these emails to the following email address:

Only send me an email notification when a report is designated "Consider." Please direct these emails to the following email address:

No, I do not need email notifications at this time.

Volunteer Payment Options for Background Checks

	Level 1	Level 2	Level 3
Volunteers Pays (fill in the percentage)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Organization Pays (fill in the percentage)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total	100%	100%	100%
	Volunteer is asked to make a contribution to help offset the cost of the check [†]	Volunteer is asked to make a contribution to help offset the cost of the check [†]	Volunteer is asked to make a contribution to help offset the cost of the check [†]

Volunteer Payment Options for Repository Fees

	Level 1	Level 2	Level 3
Volunteers Pays (fill in the percentage)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Organization Pays (fill in the percentage)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total	100%	100%	100%
	Volunteer is asked to make a contribution to help offset the cost of the check [†]	Volunteer is asked to make a contribution to help offset the cost of the check [†]	Volunteer is asked to make a contribution to help offset the cost of the check [†]

[†] If Volunteer pays 100% of the background check, contribution question will not be asked even if it is set to Yes. If the contribution flag is Yes and the Organization is paying any portion of the check, then the contribution question will be asked and the amount that may be contributed is displayed (up to, but not exceeding the total cost of the background check).

■ **Section J: Credit Reports (only if ordering Credit Reports)**

Do you have an Investigation License?

(If Yes, please provide a copy with this application)

Yes

No

Estimated number of credit reports you will order monthly:

Do you already have a credit reporting
software package?

Yes

No

If Yes, what is the name?:

Does your industry require a business license?

(If Yes, please provide a copy with this application)

Yes

No

If ordering credit reports and operating out of a residence, please attach a copy of a Yellow Page listing in the organization name or a phone bill.

Letter of Intent for Credit Reports: Please provide a separate letter of intent on organization letterhead that must be signed by an officer or authorized manager.

The letter must include the following:

1. Nature of business
2. Its intended use for the service
3. Anticipated monthly volume
4. Intent on whether it anticipates its access to be primarily local, regional, or national.

Authorization

I/We certify that I/We will use the credit information/consumer/investigative report for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use Section on this application and for the type of business listed on this application. I/We will not resell the report to any third party. I/We understand that if my/our system is used improperly by company personnel, or if my/our access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my/our company, I/We may be held responsible for financial losses, fees or monetary charges that may be incurred and that my/our access privilege may be terminated.

I agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original. The person signing must be authorized by your organization to sign on its behalf. Please print this form out and physically sign the document in the Signature box.

I am attaching a copy of our 501c3 tax exempt status.

I agree to the terms and conditions of this agreement.

Physical Signature

Date mm/dd/yyyy

Authorized By (Print or Type Name)

Title

Phone (xxx) xxx-xxxx

Email

End User Certification



In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"),

ENTER ORGANIZATION NAME:

"End User" hereby certifies to Verified Volunteers that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from Verified Volunteers shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:
 - a. Section 604(a)(2). As instructed by the consumer in writing.
 - b. Section 604(a)(3)(B). For employment/volunteer purposes including evaluating a consumer for employment/volunteering, promotion, reassignment, or retention as an employee/volunteer, where the consumer has given prior written permission.
2. End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will ensure that prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment/volunteer purposes as required by law:
 - a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment/volunteer purposes. This disclosure will satisfy all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and
 - b. The consumer has authorized in writing the procurement of the report by the End User.
3. Further, End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will additionally ensure that prior to procurement or causing the procurement of an investigative consumer report for employment/volunteer purposes as required by law:
 - a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment/volunteer purposes; and
 - b. Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
4. Additionally, to the extent End User is requesting Verified Volunteers to provide iCORI information, End User also affirms that:
 - a. End User notified the consumer in writing of, and received permission via a separate authorization for Verified Volunteers to obtain and provide CORI information to End User;
 - b. End User is in compliance with all federal and state credit reporting statutes;
 - c. End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and
 - d. End User will provide Verified Volunteers with a statement of the annual salary of the position for which the subject is screened.
5. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer, End User also affirms that:
 - a. it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and
 - b. it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely:
 - i. that an investigative Information Products may be obtained;
 - ii. the permissible purpose of the investigative Information Products;
 - iii. the End User's name, mailing address, website address, and toll-free telephone number;
 - iv. that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living;
 - v. the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22;
 - vi. the consumer's right to inspect Verified Volunteers' files about the subject by providing proper identification and Verified Volunteers will provide the subject with trained personnel and explanation of any codes to help understand those files; and
 - vii. a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
 - c. End User also certifies that under all applicable circumstances, it will comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of the End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and CCRAA.
 - d. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.
6. In using a report for employment/volunteer purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Verified Volunteers on behalf of the End User to provide to the consumer to whom the report relates:
 - a. A copy of the report; and
 - b. A copy of the Summary of Consumer Rights and any applicable state summary of rights; and

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide Verified Volunteers' name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform Verified Volunteers if any requested report is not to be used for employment/volunteer purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from Verified Volunteers in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from Verified Volunteers for a period of five years from the date the report was received, and will make such reports available to Verified Volunteers upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide Verified Volunteers with copies of consent forms or related documents in order to provide Verified Volunteers with information necessary to provide its services, Verified Volunteers is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize Verified Volunteers' Electronic Signature product, Verified Volunteers will maintain electronic copies of consent forms. End User agrees to indemnify and hold harmless Verified Volunteers, its predecessors, successors and assigns, and their current and former officers, directors, volunteers, agents and independent contractors, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that information obtained through a Social Security Number trace will not be used directly to disqualify employees/volunteers from employment or volunteering or from continued volunteerism.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Authorized Signature

Organization/End User

Date mm/dd/yyyy

Name/Title

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

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

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

At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

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

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:

1. As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
2. As instructed by the consumer in writing. Section 604(a)(2)
3. 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)
4. For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
5. For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
6. 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)
7. 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)
8. 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)
9. 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)
10. For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

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

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

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

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2). The procedures for investigative consumer reports and volunteer misconduct investigations are set forth below.

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

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

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

V. SPECIAL PROCEDURES FOR EMPLOYMENT INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by a volunteer 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 volunteer if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

Citations for FCRA Sections in the US Code, 15 U.S.C. § 1618 et seq.:

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

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

End User Certification



Notice to Users of Consumer Reports: Obligations of Users under the FCRA

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.consumerfinance.gov/learnmore or write to:

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

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

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

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

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

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

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Wash- ington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stock- yards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

Service Agreement



Service Agreement

Verified Volunteers, a division of SterlingBackcheck Inc. ("Verified Volunteers"), and the client named below ("Client") agree that Verified Volunteers shall make available to Client volunteer and pre-employment screening services ("Services") subject to this Service Agreement ("Agreement"). The Effective Date of this Agreement is as set forth below Verified Volunteers' signature. In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

Verified Volunteers

Signature:
Print Name:
Title:
Date:

Organization Name:
Signature:
Print Name:
Title:
Date:

1. Services

- Verified Volunteers shall make available to Client the services listed on Attachment A attached hereto at the base prices set forth on such attachment.
- The initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of thirty-six (36) months. Thereafter, this Agreement shall automatically renew on a month-to-month basis, cancellable on thirty (30) days' notice, provided that Verified Volunteers shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Applications in the form determined by Verified Volunteers, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.
- During the Term, Verified Volunteers shall be Client's exclusive provider of volunteer screening services, including without limitation verifications and motor vehicle and criminal background searches.

2. Invoicing and Payment

- Verified Volunteers will invoice Client monthly and payment shall be due within thirty (30) days of the date of invoice. A late payment charge equal to the lesser of 1½% per month or the highest lawful rate may be applied to any outstanding balances until paid.
- Verified Volunteers reserves the right to revise its base pricing for Services upon thirty (30) days' written notice.
- In addition to the base price, Verified Volunteers shall pass through to Client state and local government fees payable by Verified Volunteers in connection with the provision of Services. In the event state or local government fees payable by Verified Volunteers in connection with the provision of Services increase during the Term, Verified Volunteers may pass along such price increase to Client upon notice.
- Client will pay any applicable taxes relating to this Agreement, other than taxes based on Verified Volunteers' income and franchise-related taxes.

3. Restrictions on Use

- Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the purpose(s) designated by the Client in the Credentialing Application and in accordance with the End User Certification signed by the Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.
- Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. Confidentiality

- Client shall not disclose any background screening reports provided by Verified Volunteers hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such report.
- Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

Service Agreement

5. Disclaimers

- a. Client acknowledges that the depth of information collected by Verified Volunteers varies among sources and Verified Volunteers cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Client shall be responsible for determining that its use of the Services complies with all applicable federal, state or local laws, rules or regulations, including but not limited to FCRA and FACTA.
- B. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (1) VERIFIED VOLUNTEERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) VERIFIED VOLUNTEERS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. Limitation of Liability

- A. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.
- c. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 6a and Section 6b above shall not apply with respect to breach of Section 3 or 4.

7. Termination

- a. Verified Volunteers may immediately suspend Services, in whole or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Verified Volunteers reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law. In the event of material breach of this Agreement by Client or Verified Volunteers, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.
- b. The provisions set forth in Sections 4, 5, 6, 7.b, 8 and 9 will survive the termination of this Agreement.

8. Choice of Law; Disputes

- a. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. Miscellaneous

- a. This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application) constitute the entire agreement between Verified Volunteers and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Verified Volunteers and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.
- b. This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Verified Volunteers may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Verified Volunteers (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Verified Volunteers' assets (so long as the assignment is to the acquirer of such assets).

For Volunteers

Attachment A: Our Products & Services

For Volunteers

FAST-PASS / SHARED SERVICES	BASE PRICE
Fast-Pass Shared Level 1 Criminal Package	FREE
Fast-Pass Shared Level 2 Criminal Package	FREE
Fast-Pass Shared Level 3 Criminal Package	FREE

REBATES	REBATE
Rebates from Fast-Pass Sharing by Volunteers with Other Organizations*	up to \$4.00

*Received when your organization has paid for a portion of the original background check and the volunteer has purchased the Fast-Pass (unlimited sharing subscription). Rebates of \$2.00 are given for the first two shares marked "Eligible" by other organizations.

For Employee Applicants

Signatures

VERIFIED VOLUNTEERS

Signature:

Print Name:

Title:

Date:

Organization Name:

Signature:

Print Name:

Title:

Date: