

Rural Water Background Screening Services



State Rural Water Associations are able to provide background screening and other services from the worlds leading investigative firm, Kroll Inc. In the aftermath of 9-11 and to reduce potential liability in the employee hiring process, we strongly encourage background screening of all employment candidates.

This service, offered by the Kroll Background Screening Group, will provide rural water members access to credible and reliable background screening that complies with all applicable privacy laws and protects the employee and the employer."

Kroll

*The Risk Consulting Company
Kroll Background America, Inc.*

Directions

Please review the following forms, sign and FAX to Kroll at (800) 787-1234 to setup your background screening account.

If you have any questions, just call our Kroll Background Screening Rural Water Account Rep, Ann Losiewski, (410) 418-8475 or you may contact Customer Service at (800) 673-9089.

FAX Signed Documents to 1-800-787-1234



The Risk Consulting Company
Kroll Background America, Inc.

1900 Church St., Suite 400
Nashville, Tennessee 37203
615-320-9800 (phone)
615-321-9585 (fax)

PROFESSIONAL SERVICES AGREEMENT

This Agreement between (CLIENT NAME) ("Client") and Kroll Background America, Inc. ("KBA"), is effective on August 9, 2005, and includes any supplements that have been attached hereto that are displayed electronically on the date hereof at www.baionline.net or which may be provided to Client from time to time in accordance with this Agreement.

1. Scope of Services. KBA shall provide the services described in Schedule A (the "Services" or the "Report") for Client. Client agrees that it shall have demonstrated a "Permissible Purpose" under the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (herein "FCRA") as amended by the Fair and Accurate Credit Transaction Act of 2003, Pub. L. No. 108-159 (2003). Client shall enter a request into the KBA website with all necessary identifying information. KBA will then complete and send a written report of its findings to client via a secure socket layer and encrypted password driven site or via U.S. mail. KBA's delivery of the Services shall be deemed fulfilled upon its posting on the secure site or upon placing the report in the mail.

2. Authorized Personnel and Disclosure of Reports. Client agrees that the only persons authorized to request the Services are those individuals listed on Schedule C, Authorized Personnel Form. Client is specifically prohibited from disclosing the contents of any KBA report to third parties except in accordance with the terms of this Agreement, pursuant to the FCRA or by permission of the consumer. Client agrees that any KBA report shall only be distributed to its personnel who have a substantial need to know.

3. Fees. Fees will be assessed for each request in accordance with Schedule B and are subject to change at any time with thirty (30) days' prior written notice. Interest and penalties will accrue at the rate of 1.5% per month or the maximum amount permitted, whichever is lesser, for invoices more than thirty days in arrears. KBA shall invoice Client monthly and payment is due upon receipt.

4. Term and Termination. (a) This Agreement shall be for an initial term of ___ year(s) and shall automatically renew for additional and successive one (1) year terms, and shall not terminate until and unless either party terminates this Agreement by either (i) providing written notice of its intent to terminate or not renew at least ninety days prior to the expiration date of the term, or (ii) the admission by either party of bankruptcy or declaration of insolvency, or (iii) the failure of either party to substantially comply with any applicable regulation, rule or law, (iv) a violation of any term of this Agreement. Paragraphs 3 and 5-21 shall survive the termination of this Agreement.

5. Warranty. Client understands and agrees that KBA and its suppliers neither warrant, nor authenticate the reliability of the information provided in KBA Services. Client accepts any data provided "AS IS" without any warranties of merchantability or fitness for any purpose expressed or implied, except that the information has been accurately reported from the source. KBA shall conduct a search during the time period requested by the client subject to the availability of the records and any State or Federal legal reporting limitations. KBA shall conduct searches of the immediate past seven (7) years from the date of the request for the Service(s). KBA uses name, DOB and SSN's as primary identifiers. As a general rule, a record must have at least two primary identifiers in order for KBA to report the record. However, KBA shall make its best effort to determine if records with "name match only" belong to a candidate. KBA cannot warrant that it shall report records without two primary identifiers. KBA represents and warrants that: (a) The performance of the Services will not violate or infringe upon the rights of any third party; (b) It will perform, and will cause any of its subcontractors to perform, the Services in accordance with the KBA standards; (c) It shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing the Services, including without limitation, Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) as amended by the fair and Accurate Credit Transaction Act, Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) (herein "GLB"), the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) (herein "DPPA"), Title VII of the Civil Rights Act of 1991, and the Fair Labor Standards Act.

6. Indemnification and Hold Harmless. Client agrees that it shall be responsible for any and all actions that it takes based on any KBA Service/report. Client shall defend, indemnify and hold KBA and/or its subcontractors harmless from any and all losses, claims, demands, liability, causes of action, judgments, costs and attorneys' fees arising out of this Agreement, except to the extent that KBA and/or its subcontractors are negligent or engage in willful misconduct. Client hereby agrees to hold KBA and/or its subcontractors harmless on account of any expense, cost or damage resulting from the publishing by Client, or its employees, agents and/or independent contractors, of any information provided by KBA contrary to the terms of this Agreement or applicable laws, rules and/or regulations.

_____ initial

7. Client Certification. In accordance with the FCRA, as amended, Client agrees, certifies and warrants to KBA as follows:

- A. Client will not request or procure, any Service/report unless, on each occasion:
1. Client has provided the subject of the report with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer and/or investigative consumer report may be obtained for employment purposes and that, if an investigative report is requested, that he/she has the right to request disclosure of the nature and scope of the investigation; and
 2. Client has obtained a written authorization from the subject specifically authorizing the procurement of a consumer and/or investigative consumer report by that Client. Client must keep the authorization for a minimum of two years.
- B. In using report/Services for employment purposes, before taking any adverse action, based in whole or in part on the report, Client shall provide the following to the subject/applicant to whom the report relates:
1. A copy of the consumer and/or investigative consumer report; and
 2. A description in writing of the rights of the consumer under the FCRA, attached hereto as Schedule D, titled "Consumer Summary."
- C. Should any Client take adverse action against a subject, based in whole or in part on a consumer report, Client shall provide the subject KBA's name, address and telephone number.
- D. In the event Client takes an adverse action against the subject, based in whole or in part on a consumer and/or investigative consumer report, Client shall provide the subject with a statement that "KBA, did not make the decision to take adverse action and is unable to provide the consumer with specific reasons why the adverse action was taken."
- E. Client also hereby certifies and agrees that it will not use any KBA Service/report in violation of any applicable federal or state equal employment opportunity law or regulation.
- F. Client shall only use the report for the stated permissible purpose(s) and shall not transfer the report to any third party without the consent of the consumer.
- G. Client shall limit access to reports to an "as needed" basis and shall keep a record of who has access to reports.
- H. Client shall maintain reports which contain information from the European Union for only as long as necessary for the stated purpose of the report.
8. **Audits.** Client acknowledges and agrees that KBA may, upon reasonable notice to Client, and during regular business hours, conduct random compliance reviews to ensure conformance with this Agreement, the FCRA, GLB, the DPPA and other similar laws. This review shall consist of a request for Authorization and Release Forms or other relevant documents of subjects on whom services have been requested from KBA and not other confidential employment records. Violations discovered during the audit may result in immediate action including, but not limited to termination of this Agreement, and /or other legal action.
9. **Violations of the Fair Credit Reporting Act.** Any violation by the client of the FCRA, or any other applicable law with respect to requests for, use of, or dissemination of information provided by KBA to Client, will result in the suspension of KBA's Services to Client. A violation of the FCRA which gives rise to immediate suspension of KBA's Services to the Client shall include, but is not limited to the following:
- (A) Requesting a consumer and/or investigative consumer report without a permissible purpose. CLIENT UNDERSTANDS THAT ANY PERSON WHO OBTAINS A REPORT UNDER FALSE PRETENSES IS SUBJECT TO A MAXIMUM SENTENCE OF TWO (2) YEARS IMPRISONMENT AND/OR A FINE UNDER TITLE 18, UNITED STATES CODE.**
- (B) Failure to disclose to a consumer if a consumer and/or investigative consumer report was instrumental in the decision not to employ the consumer.
10. **Violations of the Drivers Privacy Protection Act.** All KBA clients must comply with Schedule G a "Permissible Uses" form in order to receive motor vehicle records.
11. **Internet Acknowledgement;** If Client is partially or fully accessing KBA services via the Internet, the following applies :
- A. To reduce the burden/cost associated with transmitting a copy of the Authorization/Release, after certifying on each occasion that an Authorization/Release is on file, Client agrees, pursuant to the FCRA, to retain a copy of the Consumer Authorization/Release for at least two years from the date obtained from the Consumer/applicant. Further, for any service Client requests from KBA for which the FCRA Authorization/Release is applicable, Client shall, upon request or through an audit, promptly (during reasonable business hours) make available to KBA the relevant Consumer/applicant's original Authorization/Release.
 - B. With respect to the Department of Motor Vehicle (DMV) Records (See attached Schedule G), internet clients are prohibited from disseminating or publishing DMV data on the internet if such data originated from jurisdictions which prohibit the use of the internet to disseminate or publish such data. Further, internet clients must protect access to *DMV records by a firewall.*

_____ initial |

12. Non-FCRA Verification Searches. KBA has been granted a restrictive license to provide verification searches (i.e. searches that are outside the purview of the FCRA such as the non bureau social security trace and address locator) for KBA Clients through its subcontractors. In order to provide these services to KBA Clients, Client agrees to state its appropriate use for any requested KBA Services, prior to accessing any KBA services or information, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to this Agreement. Client shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy or any provisions of the FCRA, GLB, the FDPPA, or any similar state or local statute, rule, or regulation.

MISCELLANEOUS

13. Entire Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. This Agreement may be amended or modified in writing by a duly authorized individual with the consent of the other party. All documents or schedules referred to in this Agreement are incorporated herein by reference.

14. Confidentiality. Client agrees that any KBA software, computer process(es), pricing, method of procurement and delivery of Services and system(s) of operation(s) is confidential and proprietary to KBA. Client acknowledges that a breach of confidentiality shall cause irreparable damage to KBA, the exact amount of which shall be difficult to ascertain, and that the remedies at law for any such breach shall be inadequate. Accordingly, Client agrees that if it breaches the restrictions against disclosing confidential information, then KBA shall be entitled to injunctive relief, without posting a bond or other security.

15. Force Majeure. KBA shall not be responsible for any delay in performance or failure in performance of any obligations pursuant to this agreement if such delay or failure is the result of causes beyond its control and negligence. Such causes shall include, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, epidemic, terrorism, communication line failures, power failures, major hardware or software failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing.

16. Counterparts. This Agreement may be executed in one or more counterparts and the several executed counterparts will be considered one document.

17. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws rules. Venue shall be the Circuit Court of Davidson County, Tennessee.

18. Attorney's Fees. Should any court action be filed by any party as a result of the breach of any term of this Agreement, each such party shall pay its own attorneys' fees and costs subject to section 6 of this Agreement.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective parties and their permitted assigns and successors in interest.

20. Severability. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

21. Waiver. No waiver of any provision of this Agreement shall be valid or binding unless in writing and signed by the other party.

(Client) _____

KROLL BACKGROUND AMERICA, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: August 9, 2005

Address: _____

KBA Sales Representative: Ann Losiewski



Definition of Services

Consumer Credit Report (Employment)

This service represents an individual's credit history and may provide information such as places of employment or prior addresses, credit account types, terms, amounts past due, loan types, balances, public records, high credit, dates opened and closed, payment patterns, credit limits and modes of payment. (Source is Equifax.)

County Civil Records

This search provides civil suits filed by or against an individual or corporation in the county of the state where the suit was filed. KBA will provide a summary of the complaint and the final order, or if a case is pending, a summary of the status of the suit. Courts often record Civil Records by name match only.

County Criminal

This search may provide felony and/or misdemeanor arrests/convictions located at the county level of the state in which the charge was brought and tried. Each jurisdiction is different and some report misdemeanor and felony arrests/convictions out of different courts. Additionally, state laws may affect the reporting of arrest records, non-convictions and/or how far back records may be reported.

Examples of criminal records include theft, assault and robbery.

Driving Record

The driving record (motor vehicle record) will verify the driver's license number, state of issuance, and may provide information such as full name and physical description, as well as moving traffic violations and accidents.

Educational Verification

KBA contacts institutions where degrees were attempted or received and will report dates of attendance, major or course of study and other available information.

Employment /Verification – HR

KBA will certify dates of employment, position, duties, eligibility for rehire, salary, attendance, and performance. This source is always the Human Resources department of prior employer.

Federal Criminal

This search is conducted through the Federal District Court and may include charges federal offenses such as bank robbery, embezzlement, tax evasion, mail fraud, or crimes occurring across state lines.

National Law Enforcement Submission

This service is an open submission of the subject's name against a national list of persons who are reported as missing, wanted fugitives or escaped inmates. No results are provided to the client, but if a jurisdiction wishes to apprehend the subject, the client will be notified.

Office of Foreign Assets Control

This research is provided by the Treasury Department which administers and enforces economic and trade sanctions. These sanctions apply to targeted foreign countries and individuals, terrorism sponsoring organizations and international narcotics traffickers based on US foreign policy and national security goals as established by the Department of State. These are name only searches and require the Client to notify the FBI if there is a possible result for verification before taking action.

Personal Professional Reference

This reference will provide information about the applicant's personal behavior during his employment. For example, this reference may be a co-worker or a supervisor rather than a human resources representative.

Sex Offender Registry

This is a search of a State's registered sex offenders. This service is not available in all states and is often a name only search.

Social Security Number Trace & Address Locator Database

This search may determine the following information:

- (a) Name and name variations used by the individual- maiden, divorced or previous names
 - (b) Other names associated with that SSN
 - (c) Current and former address(es) associated with that SSN
- Date of birth (may be limited to month and/or year of birth)

State Criminal

A statewide search for felony and/or where available misdemeanor convictions on the State database usually from state law enforcement or the Administrative Office of the Courts. Note: not all States offer an official statewide service, and some states do not have complete records due to reporting delays or exemptions. KBA will report whatever is contained in the Statewide database that is not barred by the FCRA or State reporting laws.

US Criminal Records Indicator

KBA's US Criminal Records Indicator search is a database search comprised of over 200 million records and information from the Department of Public Safety, the Department of Corrections, the Administrative Office of the Courts, the Bureau of Criminal Apprehension, and/or the Department of Criminal Justice and other applicable government agencies, where available. Currently, this search includes information from 50 State Sex Offenders Registries plus the District of Columbia, 39 states from DOC sources 13 states from AOC sources, plus multiple online county records. In addition, this search contains a search of the Office of Foreign Assets and Control (OFAC) Designated and Blocked Individuals List and Interpol Most Wanted list.

Please note that some states have available Statewide Criminal Law Enforcement Repositories that are not included within this database search, including criminal records from AL, CO, CT, FL, GA, HI, IN, KS, KY, MD, MI, MN, NC, NE, NY, OK, OR, PA, SC, SD, UT, VA, WA, WI. The U.S. Criminal Records Indicator MUST be supplemented with onsite County(ies) and/or Statewide Criminal Record(s) search and not exclusively relied upon to make a hiring decision

Initial & Date



The Risk Consulting Company
Kroll Background America, Inc.

Additional Services (services are priced on a per unit basis)

Schedule B NRWA

Consumer Credit Report	Contact State Rural Water Assn for Pricing
County Civil	Contact State Rural Water Assn for Pricing
County Criminal Records Search*	Contact State Rural Water Assn for Pricing
Driving Records*	Contact State Rural Water Assn for Pricing
Education Verification*	Contact State Rural Water Assn for Pricing
Employment/Verification-HR *	Contact State Rural Water Assn for Pricing
Federal Criminal Records Search	Contact State Rural Water Assn for Pricing
National Law Enforcement Submission	Contact State Rural Water Assn for Pricing
Office of Foreign Assets Control	Contact State Rural Water Assn for Pricing
Personal Reference Verification	Contact State Rural Water Assn for Pricing
Sex Offender Registry	Contact State Rural Water Assn for Pricing
Social Security Trace and Address Locator	Contact State Rural Water Assn for Pricing
Statewide Criminal Records Search*	Contact State Rural Water Assn for Pricing
US Criminal Records Indicator Search	Contact State Rural Water Assn for Pricing

*County, Statewide, Civil Records Searches, and Driving Records (MVR's) have additional fees. These fees are administrative fees, access fees and third-party pass through fees charged by government entities to access public records. Of the 3300 counties, approximately 15-20% have access fees. Statewide access fees vary and some states do not have access fees. All Driving Records have access fees. Some Education and Employment Verification Searches have access fees.

***Data Entry Fee* – A \$4.00 data entry fee applies to all client requests which are faxed to KBA for KBA personnel to data enter.

Initial and Date



The Risk Consulting Company
Kroll Background America, Inc.

Authorized Personnel Form

Account Name: _____

- Client agrees that the following person shall be designated as the Authorized Contact for this Professional Services Agreement on behalf of Client.

Name	Date
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E-mail address: _____

- Client and Kroll Background America (“KBA”), acknowledge that in order to ensure and verify that KBA has received a request for background information on an employee or prospective employee of Client, the following personnel is/are authorized by Client to make a request for background information.

Name	Date
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E-mail address: _____

Name	Date
------	------

E-mail address: _____

Name	Date
------	------

E-mail address: _____

- Client shall notify KBA if the Authorized Contact or any of the Authorized Personnel identified above cease to have proper authority or is given proper authority to request background information.

- Unless and until this Schedule C is amended by Client, then a request for background information searches from those person(s) listed above shall be valid and binding upon Client.

Signature	Date
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Schedule D

FOR INQUIRIES CONCERNING THIS REPORT

If you dispute the accuracy or completeness of any of the information contained in the Report, you have the right to request a reinvestigation by KROLL BACKGROUND AMERICA, unless your dispute is frivolous. KROLL BACKGROUND AMERICA must give you a written report of the reinvestigation and a copy of your report if the reinvestigation results in any change. If KROLL BACKGROUND AMERICA's reinvestigation does not resolve your dispute, you may add a brief statement to your file at KROLL BACKGROUND AMERICA.

KROLL BACKGROUND AMERICA
1900 Church Street Suite 400
Nashville, Tennessee 37203
Attn: FCRA Disclosures/Reinvestigations

or by telephone: (800) 697-7189

or by facsimile to: (866) 697-7190

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 identify 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, 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 these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (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.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, Suite 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

Schedule E

Five Day Letter Sample (place on your company letterhead)

Dear:

Enclosed is a copy of your background check report, which we received from Kroll Background America, Inc. You were given notice at the time you applied for a job with CLIENT NAME that a background check would be performed as a part of the application process. You also signed a Notice/Authorization/Release for CLIENT NAME and Kroll Background America, Inc. to conduct a background check.

A copy of the background check and your rights, which are federally mandated under the Fair Credit Reporting Act, are attached for your review.

If there are any inaccuracies, incomplete information or if you dispute any of the information reported, please contact Kroll Background America, Inc. In the event you should need to contact Kroll Background America, Inc., you may do so at:

Kroll Background America, Inc.
1900 Church Street, Suite 400
Nashville, TN 37203
615-320-9800 (Extension 280)

(Company Name) will not take any action on your application for five (5) business days based on the information contained in your attached background report until one of the following occurs:

1. You contact Kroll Background America at the above address/number within 5 business days from the date this letter was mailed to you to seek a reinvestigation, or
2. You withdraw your application with CLIENT NAME prior to the fifth business day directly.

(Schedule G)

PERMISSIBLE USES

***Please circle the reason(s) that apply to your organization.**

Pursuant to the Drivers Privacy Protection Act, 18 U.S.C. § 2721, the following business reasons are permissible purposes for which access to DMV records is allowed:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt of security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1988. For drivers other than CDL license holders, you must have written permission on file from that individual.
- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For bulk distribution for surveys, marketing or solicitations if the motor vehicle department has implemented methods and procedures to ensure that:
 - (A) individuals are provided an opportunity, in a clear and conspicuous manner, to prohibit such use; and
 - (B) the information will be used, rented or sold solely for bulk distribution for surveys, marketing, and solicitations will not be directed at those individuals who have requested in a timely fashion that they not be directed at them.
- (12) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (13) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

ACCESSING REPORTS

- Number of Consumer/Investigative Reports you will be accessing on a monthly basis _____
- Please describe the permissible purpose(s) pursuant to the FCRA for which Kroll Consumer/Investigative Reports will be used (i.e. employment, business transaction, etc.)

SECURITY

Please describe in detail your business security guidelines that will sufficiently provide security for the protection of KBA sensitive information (subscriber codes, user ID's, passwords etc.)

TRADE REFERENCE

(Please provide the following information on one of your company's trade references.)

Company: _____ Contact: _____

Account Number: _____

Phone Number: (____) _____ Fax Number: (____) _____

Company Address: _____

Street	City	State	Zip Code
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BANK REFERENCE

(Please provide us with the following information about the bank that maintains your business account.)

- Bank name: _____
 - Phone Number: (____) _____ Fax Number: (____) _____
 - Bank Address: _____
- | | | | |
|--------|------|-------|----------|
| Street | City | State | Zip Code |
|--------|------|-------|----------|
- Business Name on Account (if different than above): _____
 - Account Number(s): _____

AUTHORIZATION AND CONSENT

I, the undersigned agent for _____, ("Client") do hereby authorize **KROLL BACKGROUND AMERICA, INC., ("KBA")** to procure all requested consumer reports and/or investigative consumer reports, ("reports") on Client's behalf. I have read and understand the Fair Credit Reporting Act Summary, ("FCRA Summary"). Client will comply with all federal, state and local statutes, regulations and rules applicable to Client, including, without limitation, the FCRA as amended by the Fair and Accurate Credit Transactions Act ("FACTA"). I have listed in detail all permissible purposes for which Client will utilize the information in the reports and certify that Client will only use the reports for those stated permissible purposes which are in compliance with the FCRA regulations. I hereby acknowledge that Client will continuously implement a security access operation in order to conceal and protect all information and documents that Client will receive from KBA. I understand that if the information and/or reports are used for any improper reason, either by Client's personnel or any unauthorized person who is granted access to them, Client, not KBA, will be held responsible for any improper use. Client will not sell the report(s) to any consumer directly or indirectly. If Client is ordering credit or any service from KBA where the source is a credit bureau, I acknowledge and authorize KBA to access stringent documentation of Client's existence and operations which shall include, but is not limited to, a physical on-site inspection conducted by an approved vendor. I understand that if Client operates from a residential setting and is ordering credit or any service from KBA where the source is a credit bureau, a more in-depth investigation of Client shall be conducted due to the greater security risk from casual disclosure or access, and the mobility of the business. I understand that all of the aforementioned investigation requirements (if applicable) must be completed prior to KBA allowing Client information access. I certify that all of the above information is accurate and correct.

PRINT COMPANY NAME

DATE

PRINT AUTHORIZED AGENT'S NAME

Authorized Agent's Signature