

ATTACHMENT "1"

Sample Certification for User of Consumer Report

Company Name _____
Address _____
City _____
State _____ Zip Code _____

In compliance with the Fair Credit Reporting Act ("FCRA"), as amended by the Consumer Credit Reporting Act of 1996, as amended by the Consumer Reporting Employment Clarification Act of 1998, and the Fair and Accurate Credit Transactions Act of 2003 _____ **(name of user, i.e. employer)** hereby certifies to _____ **(name of consumer reporting agency)** that it has complied or will comply with the following provisions:

We have:

1. Made a written, clear and conspicuous disclosure to the applicant or current employee, in a document consisting solely of that document, that a consumer report may be obtained for employment purposes;
2. Obtained written authorization from the applicant or current employee before ordering any consumer reports regarding that individual.

We will:

3. Advise the applicant, or current employee, if applicable, that before any adverse action is taken with regard to that individual, which is based in whole or in part on a consumer report that, we will provide to the individual a copy of the consumer report and a description in writing of the rights the individual has with regard to the report as prescribed by the Federal Trade Commission. ("Summary of Your Rights");
4. Not use the information provided in the consumer report to violate any applicable federal or state equal employment opportunity law or regulation.

The undersigned agrees to abide by all of the above referenced provisions as provided by the FCRA, as amended.

Print Your Name _____

Signature _____ Date _____

ATTACHMENT "2"

**Sample Notification & Authorization
for Release of Consumer Report**

In connection with my application for employment, and/or employment with this company, I understand and am hereby notified by this document that **[insert name of company]** is authorized to request a consumer report from a consumer reporting agency for evaluation of me for employment (i.e., employment, promotion, reassignment, or retention as an employee). I understand that these consumer reports may contain information from public records, including written, oral, or other communications bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which may or may not be used as a factor for employment purposes. I further understand that inquiries may include, but are not limited to, criminal convictions, motor vehicle records, education and previous employment verification.

In addition, I understand that you may request information from various federal, state, and other agencies which maintain records concerning my past activities and history.

I authorize without reservation any party or agency contacted by this employer to furnish the above-mentioned information.

I further authorize ongoing procurement of the above-mentioned reports at any time, either during the time my application for employment is being considered or throughout the duration of my employment in the event I am hired.

Print your Name: _____

Signature: _____

Dated: _____

ATTACHMENT "3"

Sample Pre-Adverse Action Letter

Dear Applicant {or Current Employee}:

As you know, during your application process with the Company {or review process for promotion, etc.}, you signed an authorization for release of your consumer report to the Company. Based on your authorization, the Company requested and received your consumer report. The Company is currently reviewing your consumer report to determine whether you qualify for employment with the Company {promotion within the Company} based on its employment {promotion} criteria.

The Company may decide not to hire {promote} you based in whole or in part on your consumer report. Because the Company may make a decision about hiring {promoting} you based in whole or in part on your consumer report, the Company is providing you with this pre-adverse action notice as required by the Fair Credit Reporting Act, as amended ("FCRA"). Enclosed with this letter are two documents for your review and information: (1) A copy of your consumer report that was requested and reviewed by the Company; and, (2) A Summary of Your Rights Under the FCRA.

The consumer report that the Company requested and received about you was not prepared by the Company. If you have any questions or concerns regarding your consumer report, please contact the company that provided your consumer report to use of the agencies at the telephone numbers listed in the Summary of Your Rights Under the FCRA. If you have any employment {promotion} related questions or concerns, please do not hesitate to contact us.

We sincerely thank you for your interest in working {the promotion} for the Company. The Company will contact you as soon as a decision is made regarding your interest in employment with {promotion within} the Company.

Sincerely,

{Employer's Representative}

A Summary of Your Rights Under the Fair Credit Reporting Act (FCRA)

The federal Fair Credit Reporting Act ("FCRA") is designed to promote accuracy, fairness, and privacy of information used in the process of granting credit by consumer reporting agencies ("CRA"). This information is supplied by public record sources, credit grantors, and others to the CRAs. The CRAs organize and store the information for distribution to credit grantors, employers, and insurers who are making credit, employment and insurance decisions about you. The FCRA gives suppliers and users of credit information, and CRAs, specific responsibilities in connection with their respective roles in the credit granting and reporting process. The FCRA also gives you specific rights in dealing with these entities, as outlined below. You can find the complete text of the FCRA, 15 U.S.C. 1681 et seq., as amended, at the Federal Trade Commission's web site (<http://www.ftc.gov>). You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

1. **You must be told if information in your file was a factor considered by a third party who took unfavorable actions toward you.** Anyone who uses information from a CRA to take action against you--such as denying an application for credit, insurance, or employment--must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report. Keep in mind that the third party, not the CRA, took the unfavorable action toward you and that the CRA will not be able to provide you with the reason for the unfavorable action.
2. **You can find out what is in your file.** Upon your request, a CRA must give you the information in your file, and a list of everyone who has recently requested it. However, you are not entitled to any information concerning "risk scores", "credit scores", or other economic predictors in your file. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within sixty (60) days of receiving notification that the information in your file was used by a third party unfavorably. You are also entitled to one free report every twelve months upon request if you certify that: (1) you are unemployed and plan to seek employment within 60 days; (2) you are on welfare; or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars (\$8.00) for the extra copy of the report.
3. **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within thirty (30) days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs, to which it has provided the data, of any error.) The CRA must give you a written report of the investigation, and a copy of your report, if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to

your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

4. **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within thirty (30) days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below), or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you that it has reinserted the item. The notice must include the name, address and phone number of the information source.
5. **You can dispute inaccurate information with source of the information.** If you tell anyone—such as a creditor who reports to the CRA—that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, they may not continue to report it if it is in fact an error.
6. **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old; ten (10) years for bankruptcies.
7. **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA, usually to consider an application you have submitted with a creditor, insurer, employer, landlord, or other business, or to consider you for an unsolicited offer of credit.
8. **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
9. **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request and complete the CRA form provided for this purpose, you can have your name and address removed indefinitely.

10. **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA. For questions or concerns regarding CRAs, creditors and others not listed, please contact any of the below listed entities.

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors, and others not listed below	Federal Trade Commission Bureau of Consumer Protection Washington, DC 20560 - 202-326-3224
National banks, federal branch 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.I.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 *800-842-6929
Federal credit union (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
Banks that are state-chartered, or are not Federal Reserve System members	Federal Deposit Insurance Corporation Div. of Compliance & Community Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051

ATTACHMENT "4"

Sample Adverse Action Letter

Date:

Dear Applicant:

We regret to inform you that based on our hiring criteria **(or promotion criteria, etc.)**, we are unable to consider you further for an employment opportunity with our organization. This decision was made at least in part from the information we obtained from _____ **(name of company conducting background check)**. _____ **(name of company conducting background check)** did not make this decision to _____ **(type of action taken)** and is unable to provide you with the specific reasons why the action was taken.

You have the right to dispute the accuracy or completeness of information contained in your consumer report by contacting the consumer reporting agency or if the report is a credit report, contacting the credit bureau that furnished the report.

You also have the right to obtain an additional free copy of the credit report from the credit bureau upon request within sixty (60) days of receiving this letter.

For credit report, contact the bureau that supplied the report: **(You must include the name, address, and telephone number of the consumer reporting agency, including an 800 number if applicable, that furnished the report to the person).**

Contact for any report except a consumer credit report: **(You must include the name, address and telephone number of agency that supplied consumer credit report).**

Any dispute regarding the information in your report must be resolved with the agency above.

Again, we appreciate your interest in employment with our organization. **(or similar language depending on the circumstances).**

Sincerely,

(Employer's Representative)

ATTACHMENT "5"

**Sample Notification & Authorization
for Release of Consumer Report**

In connection with my application for employment, and/or employment with this company, I understand and am hereby notified by this document that **[insert name of company]** is authorized to request an investigative consumer report from a consumer reporting agency for evaluation of me for employment (i.e., employment, promotion, reassignment, or retention as an employee). I understand that an investigative consumer report may contain information from public records, including written, oral, or other communications bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which may be obtained through personal interviews with neighbors, friends or associates of me and may or may not be used as a factor for employment purposes. I understand that I have a right to make a written request to the Company for additional information concerning the nature and scope of the investigation requested and a written summary of my rights under the Fair Credit Reporting Act, as amended.

In addition, I understand that you may request information from various federal, state, and other agencies which maintain records concerning my past activities and history.

I authorize without reservation any party or agency contacted by this employer to furnish the above-mentioned information.

I further authorize ongoing procurement of the above-mentioned reports at any time, either during the time my application for employment is being considered or throughout the duration of my employment in the event I am hired.

Print your Name: _____

Signature: _____

Dated: _____