



Subscriber Certification

AccuSource, Inc. is a federally regulated Consumer Reporting Agency and provides, among other things, consumer reports and investigative consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act 15 U.S.C. §1681 et. seq. ("FCRA") and applicable state laws. Such laws require that we obtain the following certifications regarding any use of the Screening Reports we will provide to you.

1. **COMPLIANCE WITH APPLICABLE LAWS:** Subscriber shall comply in good faith with all applicable laws in the request, transmission, dissemination and use of Screening Reports, including, but not limited to, the FCRA, Driver's Privacy Protection Act, 18 U.S. C. §2721 et seq. ("DPPA"), covering motor vehicle reports; applicable state and consumer reporting laws and federal, state and local employment discrimination laws, and all other applicable laws and regulations relating to the use of Screening Reports.

2. **SUBSCRIBER'S CERTIFICATIONS TO ACCUSOURCE:** Subscriber hereby provides the following certifications that it will faithfully carry out when ordering, using, and disposing of Screening Reports:

- A. **Use:** Subscriber represents that it is an existing business with the legitimate need for Screening Reports offered by AccuSource. Subscriber represents that such reports will be obtained for its' own use and it is the end user of the reports. It will not further distribute, sell, give, or trade any information in such reports with any third-party. Subscriber will request Screening Reports for the permissible purpose of employment which includes hiring, promotion, reassignment, retention as an employee or volunteer.
- B. **Employment Laws:** Subscriber agrees not to use any information provided in any Screening Report to violate any federal, state, or local equal employment opportunity law or regulation.
- C. **Disclosure:** Subscriber will, using forms furnished or approved by AccuSource, disclose to the individual who is subject of the report, that a Screening Report may be obtained. Subscriber will use additional approved state required disclosures where applicable.
- D. **Consent/Authorization for Report:** Subscriber will obtain the written consent of the individual who is the subject of the report prior to ordering any Screening Report using forms furnished or approved by AccuSource.
- E. **Format:** Subscriber understands that it may not include a disclosure and/or consent within another employment/volunteer form such as an employment/volunteer application. The disclosure and consent must be stand alone documents or included in one document containing only the disclosure and consent.
- F. **Pre-Adverse Action:** If Subscriber takes any adverse action with respect to applicant/employee that is based in whole or in part on any information contained in the Screening Report, the Subscriber shall:
 - Provide oral, written or electronic notice of the adverse action to the applicant/employee/volunteer.
 - Provide the applicant/employee orally, in writing, or electronically:
 - 1. the name, address and telephone number of AccuSource, Inc. (including our toll-free telephone number) ;
 - 2. a statement that AccuSource, Inc. did not make the decision to take the adverse action and is unable to provide the applicant/employee with specific reasons why the adverse action was taken; and
 - Provide the applicant/employee/volunteer an oral, written, or electronic notice of the consumer's right
 - 1. to obtain, under section [612 §1681j], a free copy of a consumer report on the applicant/employee from AccuSource, Inc., which shall include an indication of the 60-day period for obtaining such a copy; and
 - 2. to dispute, under section [612 §1681i], with AccuSource, Inc. the accuracy or completeness of any information in a consumer report furnished by AccuSource, Inc.

- G. **Adverse Action:** Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "reasonable time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment, promotion or volunteer) based on the information contained in the Screening Report.

3. **CONFIDENTIALITY AND USE OF INFORMATION:** Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by Subscriber. All information requested by Subscriber is for Subscriber's exclusive use and Subscriber shall take reasonable steps to ensure that all information provided by AccuSource, Inc. will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Screening Report provided by AccuSource, Inc., other than for the internal uses provided for in this certification is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, may subject Subscriber to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws. Subscriber shall securely store any hard or electronic copies of a Screening Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, Subscriber shall provide to AccuSource, Inc. the name of the person requesting the information for each Screening Report request and, where applicable, shall provide the name of the individual who has been designated as the principal User Administrator. At the time subscriber disposes of any report received from AccuSource, it shall cause such to be destroyed by cross-shredding, burning, or electronic destruction as required by regulations issued by the Federal Trade Commission.

4. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE CONSUMER MEDICAL INFORMATION:** Subscriber will refrain from requesting medical information (as defined in the FCRA) about Consumer, other than as permitted by law, without first providing AccuSource, Inc. a certification that the medical information is necessary to effect the employment, volunteer or legitimate business transaction purpose, and that Subscriber has obtained specific written consent from the Consumer for procuring a Screening Report containing medical information.

5. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE PROTECTION OF ACCESS CODES:** If Subscriber is issued Internet access to AccuSource, Inc. services (the "System"), Subscriber shall only provide access to personnel on a need-to-know basis. Any log-on or password information provided to Subscriber in connection with the System shall be provided only to "User Administrator" and specific individuals designated as "Authorized Users", Subscriber shall notify AccuSource, Inc. immediately upon any changes of the User Administrator or Authorized Users.

6. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH MOTOR VEHICLE RECORDS OBLIGATIONS:** If motor vehicle records ("MVR") are requested to be included in the Screening Report with respect to any Consumer, Subscriber agrees that, in addition to its obligations in paragraph 2 above, it:

- a. Shall use the MVR only for authorized business purposes, as contemplated by the FCRA DPPA and any applicable state law;
- b. Will obtain written consent of the individual in form complying with the state which has issued the license in question.
- c. Will comply with all applicable federal and state laws related to the use and review of MVRs, including the DPPA, which requires maintaining written authorization to obtain motor vehicle records for a minimum of five (5) years. A copy of the Driver's Privacy Protection Act may be obtained from AccuSource, Inc.'s website;
- d. Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Consumer;
- e. Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user; and
- f. Will submit to an audit of Consumer consent forms at AccuSource, Inc.'s request. In the event of such request, reasonable notice would be provided and audit would take place during Subscriber's regular business hours. Subscriber agrees further that it will execute the required State forms (if applicable).

7. SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH DRUG TESTING OBLIGATIONS:

If drug testing is requested to be included in the Screening Report with respect to any Applicant, Subscriber agrees that it shall:

- a. Comply with all federal, state and local laws, including the FCRA, DOT, HIPAA and other applicable laws, with respect to the request for drug screening services provided by AccuSource, Inc. and/or its vendors and the use of the results of such drug screening;
- b. If applicable, provide Applicant with chain of custody form and directions to an authorized collection site hereto.

8. SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH TRANSUNION OBLIGATIONS: If an employment credit report is requested to be included in the Screening Report with respect to any Applicant, Subscriber agrees, in addition to its obligations in paragraph 2 above, that:

- a) Subscriber has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee, volunteer ("Consumer Report for Employment Purposes");
- b) Subscriber shall request Consumer Report for Employment Purposes from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, volunteer and for no other purpose.
- c) Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - i. A clear and conspicuous disclosure is first made in writing to the consumer by Subscriber before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment/volunteer purposes;
 - ii. The consumer has authorized in writing the procurement of the report; and
 - iii. Information from the Consumer Report for Employment /Volunteer Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- d) Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment/Volunteer Purposes, it will provide the consumer with:
 - i. A copy of the Consumer Report for Employment/Volunteer Purposes; and
 - ii. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
- e) Subscriber shall use the Consumer Report for Employment/Volunteer Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision;
- f) Subscriber will maintain copies of all written authorizations for a minimum of seven (7) years from the date of inquiry.

9. SUBSCRIBER'S ACKNOWLEDGEMENT OF COMPLIANCE WITH FAIR CREDIT REPORTING ACT 15 U.S.C. §1681 RED FLAG REGULATIONS: Subscriber represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if subscriber

hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

10. MAINTAINING RECORDS AND AUDIT: Subscriber agrees to maintain copies of all disclosures, consents, adverse action letters, and any other document required herein for a minimum period of 7 years and may maintain copies in

AccuSource web-based system. Subscriber also agrees to allow AccuSource to audit Subscriber's compliance with its certifications by requesting Subscriber to furnish information to AccuSource and to allow on-site audits at Subscriber's business by AccuSource at reasonable times and upon reasonable notice.

Company Name: City of Bethel

Billing Contact: HR Director

Complete Address: Po Box 1388, Bethel, AK 99559

Print Name: Greg Mayer

Title: Interim City Manager

Authorized Signature: Greg Mayer

Date: 7/9/14

Please FAX and mail to:

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Corona, CA 92881

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