



**Employment Screening Services**

**Traditional & Online**

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Orca Information, Inc.  
PO Box 277  
Anacortes, WA 98221  
Phone: 800-341-0022 / (360) 588-1633  
Fax: 800-522-6722 / (360) 588-1189  
[www.orcainformation.com](http://www.orcainformation.com)  
[orca@orcainfo-com.com](mailto:orca@orcainfo-com.com)

# **Getting Started With ORCA**

## **Employment Screening**

### **Receive Reports Online Or By Fax**

#### **Steps to set-up your account with Orca**

There is a one-time only set-up fee of \$95

Complete and fax, or scan then email to our office the following:

1. Membership Application
2. Service Agreement, (*Both Part A (has two appendixes) and Part B*).
3. OnSite Inspection – Required by the credit bureaus

#### **On-Site Inspection**

A site inspection must be preformed at the principal place of business and any and all sites receiving consumer reports or any part of the consumer report or any information from the consumer report or any decision made to rent to an applicant based on that information.

**Place of Business:** Must have a secured area where retail consumer reports are accessed and stored (locked filing cabinet if hard copy or password protection if stored on computer) AND a shredder to destroy reports no longer needed, etc.

#### **At the On-Site inspection photos will be taken of the following:**

1. Your signage and/or front door of business/rental office
2. Locked File Cabinet or locked room/office where you store the consumer reports
3. Shredder – where you destroy the consumer reports before discarding.

#### **Attention!! Avoid the credit bureau requirements!**

Orca has developed an Employment Screening process without using credit information. It is as good if not better than one with credit information.

#### **ORCA’S “ALTERNATIVE REPORT”**

Every Report Orca Currently Offers Can Be Ordered As An “Alternative Report”

1. Send Orca the rental application filled out in full, and written in black ink. Mark on the application what kind of report you want – Employment Mini, Full Background, etc...(see enclosed Orca’s Employment Screening Reports list). You will receive the following results of our investigation:
  - a) In lieu of the credit report Orca will send to you ID Verification– Validation of the applicant(s) identity such as: Confirmation of name, SS#, DOB, and AKA’s (Also Known As), plus addresses where they have lived and other pertinent demographic information;
  - b) All other desired information – Depending upon the type of report you have chosen. Cost is the same as the established reports as the work and our cost remains the same.

## Request Form For On Site Inspection

Please fill out the following form and return to Orca Information.

- I would like to schedule an appointment ASAP to avoid any lapse in my service. Please schedule the appointment at the following number and location, where reports are stored.\*\*

Company Name:

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Contact Person:

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Physical Address:

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Phone Number:

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\*\*A representative from Trend Source or Orca Information will give you a call in the next several days to setup your inspection. It should take no more than 10-15 minutes. Inspection fees may vary.

- I do not wish to schedule an onsite inspection and I do understand that without an onsite inspection I cannot receive consumer reports from Orca Information.

Please return your completed request form via one the following methods:

1.Email to [compliance@orcainfo-com.com](mailto:compliance@orcainfo-com.com)

2.Fax to 1-800-522-6722

3.Phone to 1-800-341-0022 and ask for the compliance department.

Thank you for your cooperation in this matter, The Orca Pod



**Membership Application**  
*PLEASE PROVIDE THE FOLLOWING:*

How did you hear about Orca? \_\_\_\_\_

Do you want reports sent by Fax or Electronically? \_\_\_\_\_

How long has your company been in business: Years \_\_\_\_\_ Months \_\_\_\_\_

Number of employees: \_\_\_\_\_

Web-Site Address is: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Physical Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: Office \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Site Email: \_\_\_\_\_

**List Branch Office Receiving Reports:** \_\_\_\_\_

Office Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Branch Office Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**List Additional Offices and Contact Information on Separate Sheet of Paper**

**Send Monthly Invoice To (Email or Regular Mail Address):**

Email Address: \_\_\_\_\_; or

Mail To: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

# Service Agreement

## Part A

Amended July 7, 2007

This agreement by and between Orca Information, Inc., PO Box 277, Anacortes, Washington 98221 (“Orca”) and the company named below (“End User”) and/or its designated agent(s), desires to use our services at the regular prices established and agrees that all reports will be submitted and received subject to the following conditions: End User is a Legitimate Business and has a permissible purpose for obtaining consumer reports (not credit reports) in accordance with the Fair Credit Reporting Act (15 U.S.C 1681 et seq.) including, without limitation, all amendments thereto (“FCRA”). The End User certifies its permissible purpose as:

- In connection with a employment screening application involving the consumer; and
- In accordance with the written instructions of the consumer;

**1. Engagement and Duties.** End User engages Orca and Orca agrees to provide End User with public record information and other background information related services (“information”) necessary to serve End User information needs. End User accepts all information “AS IS” WITHOUT WARRANTY, EXPRESS OR IMPLIED, and agrees to pay Orca the applicable rates and charges therefore set forth in Paragraph below.

**2. Compliance With Laws.** End User represents and warrants that it shall comply with all Federal, State, and local statutes, regulations, and ordinances governing the use and distribution of information furnished by Orca including, but not limited to, all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all regulations promulgated there under. End User certifies that reports may be requested for exclusive use only for employment screening purposes or in connection with legitimate business needs only when INITIATED BY THE CONSUMER. User certifies to Orca that it will not request a consumer report for employment screening, or in connection with legitimate business purposes unless:

- Make a disclosure to the applicant that consumer report may be obtained for employment screening and/or in connection with legitimate business purposes;
- The consumer has AUTHORIZED IN WRITING the procurement of the report; and
- Information from the consumer report furnished by Orca will not be used in violation of any applicable Federal, State or local law, statute, regulation, or ordinance.
- End User will maintain copies of all written authorizations (employment application) for a minimum of five (5) years from the date of inquiry.
- End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Orca and End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Orca, End User shall not disclose to consumers or any third party, any of all such scores provided under such agreement, unless clearly required by law.

### **Adverse Action Procedures**

When End User takes “adverse action” based on information in whole or part from a consumer report for employment purposes - denying a job applicant, reassigning or terminating an employee, or denying a promotion, it will provide:

- Oral, written or electronic pre-adverse action disclosure that includes a copy of the individual’s consumer report and a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act” – a document prescribed by the Federal Trade Commission (FTC). See enclosed Consumer Rights letter which will;
- Include the name, address and toll-free telephone number (for national bureaus only) of the consumer reporting agency; and also include
- A notice that the adverse decision was not made by the credit bureau or by Orca Information and that the credit bureau cannot provide the specific reasons;
- The consumer’s right to obtain a free copy of the report
- A notice of the right to dispute the accuracy or completeness of any information Orca furnished, and the right to an additional free consumer report from Orca upon written request within 60 days.

With just cause, such as violation of the terms of the End User’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User’s agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

**3. Consideration and Invoice Payment.** End User shall pay Orca for services based on a statement system. Acceptable payments are:

- From the End User - Business account check, or Credit Card upon receipt of the monthly statement. Terms for monthly statements Emailed or mailed to End User Terms are Due Upon Receipt. Accounts in arrears of 30+ days will be a charged a \$25.00 late fee. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
- Provide credit information on End User as may be requested by Orca during the course of this agreement.
- Acknowledge that a facsimile of this agreement is as valid as the original.
- Recognize that in order to remain in compliance with laws and regulations governing consumer-reporting agencies Orca may make modifications to this agreement from time to time. These modifications may be mailed to the End User and the End User's use of Orca's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

**4. Deliverability and Time Service of Information.**

- End User shall submit all requests for information to Orca in Writing by on-line transmission, or by facsimile. Upon receipt of a screening/information request, Orca shall use its best efforts to provide to End User search results in a timely manner. All information requests received after 4:00 PST will be considered as received next business day.
- End User certifies that reports will be requested only by End User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
- End User recognizes that information is obtained and managed by fallible sources, and that for the fee charged, Orca does not guarantee to insure the accuracy or the depth of information provided.
- End User assumes responsibility for the final verification of the applicant's identity.
- End User bases employment placement decisions or any actions on the End User's lawful policies and procedures and recognize that Orca employees are not allowed to render any legal opinions regarding information contained in a consumer report.

**5. Limitations of Liability.** Orca recognizes the importance of furnishing accurate information to End User and will make all reasonable efforts in providing timely and accurate information. End User understands and agrees that any information furnished pursuant to this Agreement has been created and maintained and reported by various Federal, State, and County agencies and other third parties, which are not under the control of Orca. In many states court and criminal databases are limited and/or un-reliable or the agencies recording the information are uncooperative and make their records unavailable to the public. Responsibility for the accuracy of the information rests solely with said various agencies and other third parties, who create, maintain, and report, said information.

Orca compares full name and AKA's (also known as) and date of birth with that of county and state records. Court records of database information changes daily and no guarantee is made that all records or absence of a record is 100% accurate. Please see your employment attorney for using compliance with employment laws when public records are used in the decision-making.

End User agrees to up hold provisions of the FCRA Disclosure and Federal FACT Act (Appendix A & B).

**6. Reinvestigation Provision.** In the event of a dispute over the accuracy of information provided by Orca, Orca shall promptly reinvestigate such claims and provide any necessary corrections without additional cost to End User. In the event such reinvestigation does not reveal inaccuracies, Orca reserves the right to invoice End User pursuant to Section 3 hereof for the additional research.

**7. Limitations of Actions.** No claim may be asserted by either party hereto against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

**8. Indemnity.** End User agrees whether or not this Agreement has expired or been terminated, to assume liability for, and End User hereby agrees to indemnify, defend and save and keep harmless Orca, its employees, agents, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and cost) that may be imposed on, incurred by or asserted against Orca, its employees, agents, or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or information provided pursuant to this Agreement.

**9. Attorney's Fees.** If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provision of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding in tort or contract or otherwise, the prevailing party is entitled to recover reasonable attorney's fees and other cost incurred in connection with such action, arbitration or other proceeding (including, but not limited to, expenses and costs of investigations, witness fees and travel), in addition to any other relief to which the prevailing party may be entitled.

**10. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**11. Governing Law.** This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Washington. Any claim or cause of action shall be brought by either party in the County of Skagit, State of Washington.

**12.** We understand and agree that this letter constitutes all conditions of service and of reporting, present and future and applies to all reports made by you and by your affiliated companies or branches to our Company at the Home Office or to any of our branches or service offices. No changes in these conditions may be made except by consent in writing of an officer of Orca Information, Inc.

**13.** With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Orca Information, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

**THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

We have signed and agree to the following exhibits: **Appendix A (FCRA) and Appendix B (FACTA).**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Officer of Company

\_\_\_\_\_  
Orca Information, Inc.

# **Appendix A – FCRA Disclosure**

## **A Disclosure Required by FCRA**

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

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS (END USERS)**

#### **A. Users Must Have a Permissible Purpose:**

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

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- 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)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

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

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) (employment screening) 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 is denied (or increases the charge for) 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 cov-

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

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

When a consumer has placed a fraud alert, including one relating to identity 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 Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

### **F. Users Have Obligations When Disposing of Records**

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

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

### **A. Employment Other Than in the Trucking Industry**

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

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

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

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

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.

### **III. 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.

### **IV. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

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

### **V. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

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

### **VI. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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

## VII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

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

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

Resellers must make reasonable efforts to verify this information before selling the report.

### B. 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.

## VIII. 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. The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA. Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

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

I hereby acknowledge that I was provided a copy of the FCRA Appendix A.

By: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix B - The Fair and Accurate Credit Transactions Act (FACTA) Notification**

**The Fair and Accurate Credit Transactions Act of 2003.** Also known as the FACT Act, was signed into law on December 4, 2003. In general, the Act amends the Fair Credit Reporting Act ("FCRA"). The Act contains a number of provisions intended to combat consumer fraud and related crimes, including identity theft, and to assist its victims. Specifically the act requires the destruction of PAPERS CONTAINING CONSUMER INFORMATION.

The FACTA (Fair and Accurate Credit Transaction Act ) Disposal Rule applies to every U.S. business or employer that uses consumer information, from Fortune 500 corporations to the mom-and-pop property management company. It's clearly a major step forward in the fight to give consumers greater control over their personal information and how it is used — or abused.

FACTA represents a big change in the way many small and medium-sized companies do business. Some of them may be in for a serious shock.

FACTA could be the MOST financially damaging act to businesses signed into law in recent years. With Identity Theft reaching epidemic proportions, the new FACTA law has taken aim at "any person who maintains or otherwise possesses consumer (Applicant) or employee information for business purpose."

### **The Facts on FACTA (Disposal Rule)**

- 1) Designed to reduce the risk of consumer fraud and identity theft applies to every business in the US.
- 2) Requires businesses to destroy ALL personal information on consumers (customers, applicants, employees, clients etc.) before discarding it. Access to this personal information is strictly limited by other Federal Laws (HIPPA, Gramm, Leach, Blilley etc.)
- 3) States that every person and/or business MUST protect against unauthorized access to or use of the information in connection with its disposal.
- 4) Allows for Civil liability should an employees identity be stolen due to an employers failure to act.
- 5) Consumers (Applicants) may be entitled to recover actual damages sustained as a result of a FACTA violation. (Financial losses and work hours lost).
- 6) Courts are authorized to award punitive damages and attorney's fees, in an individual or a class action suit.
- 7) State and Federal fines may be imposed on the business or employer per breach of personal information. Those fines are up to but not to exceed \$1,000 and \$2,500 respectively.

We understand our requirements under the FACTA Act.

By: \_\_\_\_\_ Date: \_\_\_\_\_

# Service Agreement

## Part B – FCRA Compliance Checklist

### FCRA Requirement – Establishment of Permissible Purpose

What is the nature of your business (Restaurant, Rental Management, Mobile Home Park Management, Real Estate Sales, General Contractor, Carpet Cleaning, etc.)?

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**I/We will be using Consumer Reports for the sole purpose of Employment Screening.**

#### Pursuant To The Fair Credit Reporting Act:

- Yes  No  I have read and understand my responsibilities under the Fair Credit Reporting Act (Appendix A & B of Service Agreement)
- Yes  No  I understand employees may not request reports on themselves
- Yes  No  I agree that before sending applications to Orca Information, Inc. for processing, all consumers/applicants will read and sign the application for employment.
- Yes  No  I understand and agree that all confidential information/screening reports will be received in a secured area only (away from other employees, and people) and handled only by those designated to receive and review confidential information on consumer/applicants).
- Yes  No  I understand that 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. (copies attached)
- Yes  No  I understand that the consumers/applicants confidential information will not be discussed in front of any other person(s) regardless of their relationship unless permission is given to do so by the applicant / consumer in writing. Signature and date will be on the written permission document.
- Yes  No  I agree to keep such written permission with the applicants/consumers file in a secured area for up to five (5) years, and at the appropriate time will shred the information in a shredder **before** disposing (sometimes files are kept in a computer).
- Yes  No  I agree to keep all confidential information on a consumer/applicant in a LOCKED FILE CABINET (and/or in a room with a locked door).
- Yes  No  When storing applicant/consumer reports or other confidential information in a computer(s), I agree to keep passwords and access codes to consumer reports in a secure place.
- Yes  No  I agree that only those employees authorized to review the confidential information on a computer will have access to those codes.
- Yes  No  I agree that computer passwords and codes for accessing applicants/consumer confidential information will be changed every ninety (90) days.
- Yes  No  I agree that any computer passwords given to employees who leave the company and had access to consumer reports will be deactivated immediately.
- Yes  No  I agree to train employees who have access to the consumer reports and who interact with applicants, on the Fair Credit Reporting Act (FCRA).

Yes  No  I understand that the credit reports and/or any part of the report on the applicant/consumer may not be re-sold.

Yes  No  Are you associated or affiliated with any of the following?: Adult entertainment, attorney or law office, bail bondsman, check cashing, credit counseling, credit repair, dating service, financial counseling, genealogical research, massage service, company that locates missing children, pawn shop, private detective, individual seeking information for private use, spiritual counseling, subscriptions (magazines, book clubs), tattoo service, insurance company, law enforcement (unless for employment screening purposes), legal services.

If you are associated with any of the above, contact Orca's Compliance Department for additional information.

I have read and understand my responsibilities under the FCRA.

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User Authorized Signature	Print Name	Title	Date
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Orca Authorized Signature	Print Name	Title	Date
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## **ATTACHMENT "B"**

### **TO: SERVICE AGREEMENT**

Appendix B to Part 601

#### **Prescribed Notice of Furnisher Responsibilities**

This appendix prescribes the content of the required notice.

#### **NOTICES TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), as amended, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA. State law may impose additional requirements. All furnishers of information CRAs should become familiar with the law and may want to consult with their counsel to ensure that they are in compliance. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>). Section 623 imposes the following duties:

##### **General Prohibition on Reporting Inaccurate Information:**

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnishers are not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnishers that certain information is inaccurate. Sections 623 (a)(1)(A) and (a)(1)(C)

##### **Duty to Correct and Update Information:**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623 (a)(2)

##### **Duties After Notice of Dispute from Consumer:**

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is in fact inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623 (a)(1)(B)

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3)

##### **Duties After Notice of Dispute from Consumer Reporting Agency:**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and 623 (b)(1)(B)

Report the results to the CRA, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D)

Complete the above within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2)

##### **Duty to Report Voluntary Closing of Credit Account:**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4)

##### **Duty to Report Dates of Delinquencies:**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5)

**Requirements for California and Vermont Users**  
**(Disregard if business is outside of these States)**

**California Users:**

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances; a) if Client is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for purpose of resale”) and a consumer about whom Client is inquiring is applying, (b) in person and (c) for credit. Under the foregoing circumstances, Orca, before delivering a Consumer Report to Client, must match at least three (3) items of a consumer’s identification within the file maintained by the Data Providers with the information provided to Data Provider’s via Orca by Client in connection with the in-person credit transaction. Compliance with this law further includes Client’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extension of credit to consumer responding to a mail solicitation at a specified address, taking special actions regarding a consumer’s presentment of police report regarding fraud, and acknowledging consumer demands for reinvestigation within certain time frames.

If Client is a “retail seller,” Client certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a “retail seller,” Client agrees to provide written notice to ORCA prior to ordering Consumer Reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in the Attachment, and with the specific certifications set forth herein.

Client certifies that, as a “retail seller,” it will either a) acquire a new Client subscriber number for use in processing Consumer Report inquiries that result from in-person credit applications covered by California Law, with the understanding that all inquiries using this new Client Subscriber number will require that Client supply at least three items of identifying form the applicant; or b) contact Client’s ORCA sales representative to ensure that Client’s existing client number is properly coded for these transactions.

**Vermont Users:**

Client acknowledges that it subscribes to receive various information services from ORCA Information, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with the Client’s continued use of ORCA services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with the applicable provisions under Vermont law. In particular, Client certifies that it will order certain information relating to Vermont residents, that are Consumer Reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with the VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy § 2480e of the Vermont Fair Credit Reporting Statute was received from ORCA.

**Vermont Fair Credit Reporting Statute, 9 V.S.A § 2480e (1999)**

**§ 2480e. Consumer consent**

- A) A person shall not contain the credit report of a consumer unless;
  - 1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - 2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

- B) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with the subsection (a) of this section
- C) Nothing in this section shall be construed to affect:
  - 1) The ability of a person who has secured the consent of the consumer pursuant to subdivision (a) (2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - 2) The use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES \*\*\*CURRENT THROUGH JUNE 1999\*\*\*  
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud-Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT

- A) A person required to obtain consumer consent pursuant to 9 V.S.A. § § 2480e and 2480g shall obtain said consent in writing if the consumer has made a written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtains consumer consent pursuant to 9 V.S.A § § 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required obtaining consumer consent initiates the transaction.
- B) Consumer consent required pursuant to 9 V.S.A. § § 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicated his or her consent by providing his or her signature.
- C) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## **FCRA Requirements and Access Security Requirements**

I, \_\_\_\_\_, have read and acknowledge all my responsibilities under the “FCRA Requirements” and Access Security Requirements” included in the Orca Information application documents and will take all reasonable measures to enforce them within my facility.

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

The security requirements on the Orca Information processing system use multifactor authentication. This means that multiple factors are used to verify identity before granting access to the system. Orca Information will provide you with a username and password but an IP address is also required to be on file. You will need to provide this (go to [www.whatismyipaddress.com](http://www.whatismyipaddress.com) to find you IP address) for each device you would like to enable to for use on the system (i.e. Desktop, laptop, Smartphone, etc.). Please include all relevant IP addresses for your account below:

IP Addresses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Glossary of Security Terms

<b>Term</b>	<b>Definition</b>
<b>Computer Virus</b>	A computer virus is a self-replicating computer program that alters the way a computer operates without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destroyed by destroying data, for example, some viruses are merely annoying.
<b>Confidential</b>	Very sensitive information. Disclosure could adversely impact your company.
<b>Encryption</b>	Encryption is the process of obscuring information to make it unreadable without special knowledge.
<b>Firewall</b>	In computer science , a firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, similar to the function of firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
<b>Information Life-cycle</b>	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time , the cost of its storage, its need availability for use by authorized users, and the period of time for which it must be retained.
<b>IP Address</b>	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All Participating network devices -including routers, computers, time-servers, printers, internetfax machines, and some telephones. -must hav its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, and IP address can uniquely identify a specific computer or other network device on a network. It is important to keep you IP address secure as hackers can gain control of your devices and possibly launch and attack on other devices.
<b>Peer-to-Peer</b>	A type of communication found in a system that uses layered protocols. Peer-to-peer networking is the protocol often used for reproducing and distributing music without permission.
<b>Router</b>	A router is a computer
<b>Spyware</b>	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. Spyware is a type of program that watches what users do with computers and then send information over the internet.

<b>SSID</b>	Part of the Wi-Fi wireless lan, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID
<b>Subscriber Code</b>	Your seven digit credit reporting agency account number
<b>WEP Encryption</b>	(Wired Equivalent Privacy) A part of a wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
<b>WPA</b>	(Wi-Fi Protected Access) A part of a wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static in WEP (key in constantly changing and thus more difficult to break than WEP).

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Signed

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Printed Name

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Title

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Date

## Appendix "C"

### Access Security Requirements

#### User Security

Due to heightened Security conditions associated with Internet access and connectivity, Client must agree to the following stipulations. 1) Client understands that the Username and password provided by ORCA Information, Inc secure their Internet based Access; and that the security of this access is guarded by their Windows login password. Client agrees to keep this access secure by keeping their login information private. 2) Client agrees that after using ORCA Information, Inc Internet access Client will logoff. Client agrees to abide by the terms and conditions stated herein.

**It is a requirement that all end users (Clients) take precautions to secure any system or device used to access consumer credit information to that end, the following requirements have been established.**

#### A) Implement Strong Access Control Measures

1. Client will not provide any Subscriber Codes or any Username information or passwords to anyone. The Data Providers will never contact the Client and request the Subscriber Code number or password.
2. Proprietary or third party system access software must have Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known to only supervisory personnel.
3. Client must request that Subscriber Code password be changed immediately when:
  - i. Any system access software is replaced by another system access software or is no longer used.
  - ii. The hardware on which the software resides is upgraded, changed or disposed of
4. Protect Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
5. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to ORCA's infrastructure. Each user of the system access software must also have a unique logon password.
6. Ensure that user ID's are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
7. Keep user passwords confidential.
8. Develop strong passwords that are:
  - i. Not easily guessable (e.g. your name or company name, repeating numbers and letters or consecutive numbers and letters);
  - ii. Contain a minimum of eight (8) alpha/numeric characters for standard user accounts
9. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
10. Active logins to credit information systems must be configured with a 30-minute inactive session, timeout.
11. Restrict the number of key personnel who have access to credit information.
12. Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of the ORCA Application for Service and the Client Service Agreement.
13. Ensure that Client and Client's employees do not access their own consumer reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
14. Implement a process to terminate access right immediately for users who access ORCA information when those users are terminated or when they have a change in their job tasks and no longer require access consumer information.
15. After normal business hours, turn off and lock all devices or systems used to obtain consumer information.

16. Implement physical security controls to prevent unauthorized entry to Client's facility and access to systems used to obtain consumer report information.

#### **B. Maintain a Vulnerability Management Program**

1. Keep operation systems(s), firewalls, routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and update.
2. Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, Username's and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Implement and follow current best security practices for computer virus detection scanning services and procedures:
  - i. Use, implement and maintain a current, commercially available computers, systems and networks.
  - ii. If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquire process until the virus has been eliminated.
  - iii. On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
4. Implement and follow current best security practices for computer anti-spyware scanning services and procedures'
  - i. Use, implement and maintain a current, commercially available computer anti-spyware scanning product on all computers, systems and networks.
  - ii. If you suspect actual or potential spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - iii. Run a secondary anti-spyware scan upon completion of the first scan to ensure all spyware has been removed from your computers.
  - iv. Keep anti-spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the internet (which prevents access to some known problematic sites), then it is recommended that anti-spyware scans be completed more frequently than weekly.

#### **C. Protect Data**

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the date (e.g. tape, disk, paper, etc.).
2. All information provided by the Data Providers is classified as confidential and must be secured to this requirement at a minimum.
3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
4. Encrypt all ORCA data and information when stored on any laptop computer and in the database using AES or .3DES with 128-bit key encryption at a minimum.
5. Only open e-mail attachments and links from trusted sources and after verifying legitimacy.

#### **D. Maintain an Information Security Policy**

1. Develop and follow a security plan to protect the confidentiality and integrity of the personal consumer information as required under the GLB Safeguard Rule.
2. Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
3. The FCRA Policy requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
4. Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

**E. Build and Maintain a Secure Network**

1. Protect Internet Connection with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network Address Translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
4. Any stand alone computers that directly access the internet must have a desktop firewall depleted that is installed and configured to block unnecessary/unused ports, services and network traffic.
5. Encrypt Wireless access points with a minimum of WEP 128 bit encryption and/or WPA encryption where available.
6. Disable vendor default passwords, service set identifier and IP Addresses on wireless access points and restrict authentication on the configuration of the access point.

**F. Regularly Monitor and Test Networks**

1. Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
2. Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide services hereunder to access ORCA systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access to penetration or exposure to an unauthorized third party by:
  - i. Protecting against intrusions;
  - ii. Securing the computer systems and network devices;
  - iii. And protecting against intrusions of operating systems or software.

**G. Unauthorized Access**

1. In the event of an unauthorized access there will be a thorough investigation as to the root cause; Client agrees to help facilitate the investigation fully.
2. Once the cause of the unauthorized access is determined, Client may be required to assume responsibility for costs associated with the unauthorized access and additional conditions may be established in order for Orca to continue to provide Consumer Reports to Client.

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Signature

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Print Name

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Title

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Date

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Signature

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Print Name

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Title

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Date

**Sample Letter of Intent**  
(On your company letterhead)  
(Required only for those receiving credit reports)

Date

Orca Information, Inc.  
PO Box 277  
Anacortes, WA 98221

RE: Letter of Intent

To Whom It May Concern:

I am the \_\_\_\_\_ (your title) of

\_\_\_\_\_  
(Name of your company) and use information from credit reports and court records, ext. exclusively in connection with an employment screening application. We have \_\_\_\_\_ number of employees and anticipate using your services on a regular basis.

Sincerely,

Susie Q  
CEO (officer, owner or authorized manager)

## **Orca's Employment Reports**

Employment Screening Reports Require Separate Membership Packet

### Employment Mini

2 to 4 hours

- Includes credit report or identity search, name and Social Security verification, court records and sex offender check.

### Employment Full Background

24 hours

With driving records

- Includes credit report or identity search, name and Social Security verification, court records, current and previous employment verifications, education verification and sex offender check.

### Education Verification

- Confirmation of the subject's claimed educational credentials (college, professional, doctorate, or technical degrees). Search confirms highest degree completed or enrolled.

### Driving Record (MVR)

Turn-around times vary.

- All 50 States available.

**Additional Searches Available: Terrorist, etc.**

**Customized Reports Available**

**Reports mailed to clients - additional \$5.00**



Forms You May Want to Use  
in the Employment Screening Process

## CONSUMER RIGHTS

### A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Dear Applicant:

We regret to inform you that your application for employment at \_\_\_\_\_ has been rejected. We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act. Your rights as a consumer are as follows:

THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) IS DESIGNED TO PROMOTE ACCURACY, FAIRNESS, AND PRIVACY OF INFORMATION IN THE FILES OF EVERY "CONSUMER REPORTING AGENCY" (CRA). MOST CRA'S ARE CREDIT BUREAUS THAT GATHER AND SELL INFORMATION ABOUT YOU -- SUCH AS IF YOU PAY YOUR BILLS ON TIME OR HAVE FILED BANKRUPTCY -- TO CREDITORS, EMPLOYERS, LANDLORDS, AND OTHER BUSINESSES. YOU CAN FIND THE COMPLETE TEXT OF THE FCRA, 15 U.S.C §§1681-1681U, AT THE FEDERAL TRADE COMMISSION'S WEB SITE ([HTTP://WWW.FTC.GOV](http://www.ftc.gov)). THE FCRA GIVES YOU SPECIFIC RIGHTS, AS OUTLINED BELOW. 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.

- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST 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.
- YOU CAN FIND OUT WHAT IS IN YOUR FILE. AT YOUR REQUEST, A CRA MUST GIVE YOU THE INFORMATION IN YOUR FILE, AND A LIST OF EVERYONE WHO HAS REQUESTED IT RECENTLY. 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 60 DAYS OF RECEIVING NOTICE OF THE ACTION. YOU ALSO ARE 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 AND FIFTY CENTS.
- YOU CAN DISPUTE INACCURATE INFORMATION WITH THE CRA. IF YOU TELL A CRA THAT YOUR FILE CONTAINS INACCURATE INFORMATION, THE CRA MUST INVESTIGATE THE ITEMS (USUALLY WITHIN 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 CRA'S -- 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 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.
- INACCURATE INFORMATION MUST BE CORRECTED OR DELETED. A CRA MUST REMOVE OR CORRECT INACCURATE OR UNVERIFIED INFORMATION FROM ITS FILES, USUALLY WITHIN 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 IT HAS REINSERTED THE ITEM. THE NOTICE MUST INCLUDE THE NAME, ADDRESS AND PHONE NUMBER OF THE INFORMATION SOURCE.



FEDERAL CREDIT UNIONS (WORDS NATIONAL CREDIT UNION ADMINISTRATION  
"FEDERAL CREDIT UNION" APPEAR IN 1775 DUKE STREET  
INSTITUTION'S NAME) ALEXANDRIA, VA 22314  
703-518-6360

STATE-CHARTERED BANKS THAT ARE NOT FEDERAL DEPOSIT INSURANCE CORPORATION  
MEMBERS OF THE FEDERAL RESERVE DIVISION OF COMPLIANCE & CONSUMER AFFAIRS  
SYSTEM WASHINGTON, DC 20429  
800-934-FDIC

AIR, SURFACE, OR RAIL COMMON DEPARTMENT OF TRANSPORTATION  
CARRIERS REGULATED BY FORMER CIVIL OFFICE OF FINANCIAL MANAGEMENT  
AERONAUTICS BOARD OR INTERSTATE WASHINGTON, DC 20590  
202-366-1306

You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact your state local consumer protection agency or your state attorney general's office.

Sincerely,



From	To	Employer	Telephone Number
Position	Wage	Address	
Supervisor	Title	Job Responsibilities	
Reason For Leaving			
From	To	Employer	Telephone Number
Position	Wage	Address	
Supervisor	Title	Job Responsibilities	
Reason For Leaving			

## Residential History

Please provide your current and previous residential history.

<b>CURRENT ADDRESS</b>					Rent _____ Own _____
Lease _____					
Street Address	Apt #	City	State	Zip Code	
Name of Apartments (if applicable)			How Long?	From	To
Landlord/Management Company/Owner/Mortgage Company					
Landlord/ Mortgage Company Address		City	State	Zip Code	
Telephone Number	Fax Number		Email Address		
<b>PREVIOUS ADDRESS</b>					Rent _____ Own _____
_____ Lease _____					
Street Address	Apt #	City	State	Zip Code	
Name of Apartments (if applicable)			How Long?	From	To
Landlord/Management Company/Owner/ Mortgage Company					
Landlord/ Mortgage Company Address		City	State	Zip Code	
Telephone Number	Fax Number		Email Address		

## Skills and Qualifications

Summarize any training, skills, licenses, and/or certificates that may qualify you as being able to perform job-related functions in the position for which you are applying.

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## Educational Background

Name and Location	Years Completed	Did You Graduate?	Course Of Study
High School			
College			
Other			

## References

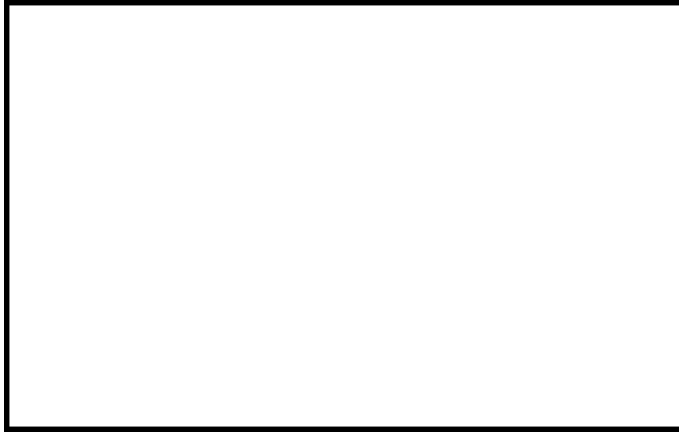
Name	Relationship	Telephone Number	Years Known

I understand that if I am employed, any misrepresentation or material omission made by me on this application will be sufficient cause for cancellation of this application. I give the employer the right to contact and obtain information from all references, employers, educational institutions and to otherwise verify the accuracy of the information contained in this application. I hereby release from liability the employer and its representatives for seeking, gathering and using such information and all other persons, corporations or organizations for furnishing such information.

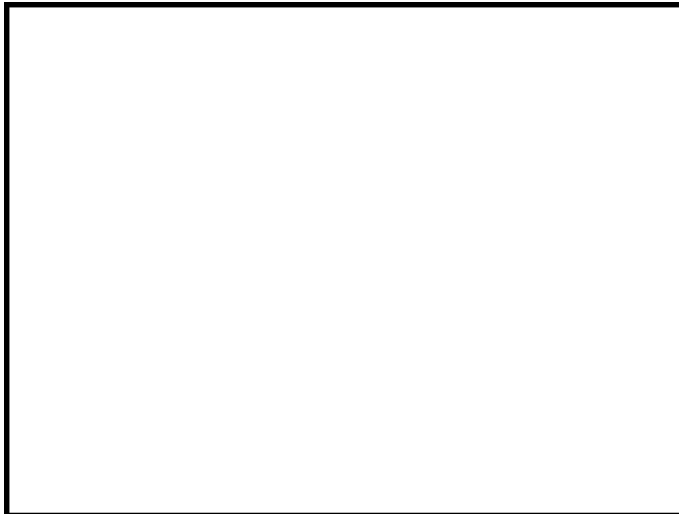
The employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or excusing any applicant from consideration for employment on a basis prohibited by local, state, or federal law.

I understand it is this company's policy not to refuse to hire a qualified individual with a disability because of that person's need for a reasonable accommodation as required by the ADA. I represent and warrant that I have read and fully understand the foregoing and seek employment under these conditions.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_



**COPY OF SOCIAL SECURITY CARD**



**COPY OF DRIVER'S LICENSE**

Company Name: _____ Phone #: (    )                    - Fax #: (    )                        -
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**RELEASE AUTHORIZATION**

In connection with my application for employment and/or continued employment and/or contract employment with you, I understand that an investigative consumer report may be requested that may include information as to my character, work habits, performance and experience, along with reasons for termination of past employment from previous employers. Further, I understand that you may be requesting information concerning my workers' compensation claims, motor vehicle operation history, credit history and criminal history from various states, private and insurance sources along with other public records available. Worker's compensation information will only be requested in compliance with the ADA and/or any other applicable state laws.

I HERBY AUTHORIZE, WITHOUT RESERVATION, ANY LAWFUL ENFORCEMENT AGENCY, ADMINISTRATOR, STATE AGENCY, INSTITUTION, INFORMATION SERVICE BUREAU, EMPLOYER OR INSURANCE COMPANY CONTACTED BY ORCA INFORMATION, INC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I further acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release includes all state and federal agencies including Minnesota's Department of Labor. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my prospective employer from a consumer-reporting agency. If so, I will be so advised and be given the name of the agency or source of information.

Today's Date: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_

**The following must be filled out completely for your application to be considered. (Please print).**

Last Name	First Name	MI	Date of Birth	Race	Sex	Social Security #	
Place of Birth (City/State)	Current Address		City	State	Zip	Driver's License # / State	
Other Last Names Used	Other States and Counties I have lived in as an adult...		State	County	Zip	From (year)	To (year)
		1					
		2					
		3					
		4					

**Have you ever been charged or convicted of a crime:**    Yes     No   
**If yes, what State & County:** \_\_\_\_\_ **What was the nature of the crime?**  
**(give details):** \_\_\_\_\_

**\*The above information is to be used only for identification and investigative purposes.**

This information is being verified by ORCA Information, Inc. Any information or questions should be directed to the following address:

ORCA Information, Inc.  
 P.O. Box 277  
 Anacortes, WA 98221  
 Phone: (800) 341-0022  
 Fax: (800) 522-6722

