



## National Screening Bureau

920 N Tyler, Suite 302

Wichita, KS 67212

(316) 263-4400

(316) 223-1094 Fax

### Membership Application

**Important:** All information must be completed in its entirety. Please print clearly and legibly to help ensure accurate and timely processing.

#### General Information

Organization Name: \_\_\_\_\_ Years in Business: \_\_\_\_\_ yrs. \_\_\_\_\_ mos.

Physical Street Address (*no PO Box numbers please*): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How long? \_\_\_\_\_ yrs. \_\_\_\_\_ mos.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Site: \_\_\_\_\_

*(If less than 3 years at current address)*

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How long? \_\_\_\_\_ yrs. \_\_\_\_\_

Organization Size: \_\_\_\_\_ Estimated number of annual screening volume: \_\_\_\_\_

#### Permissible Purpose Information

Type of organization: \_\_\_\_\_

Describe the specific purpose for which information will be used \_\_\_\_\_

#### Primary Contact Information

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

#### Billing Information

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

This information is submitted for the sole purpose of establishing service with National Screening Bureau, LLC.



## STAFF and VOLUNTEER SCREENING SERVICE AGREEMENT

The undersigned ("Subscriber"), desires to receive consumer report information from National Screening Bureau, LLC ("NATSB"), a Consumer Reporting Agency ("CRA"). The Subscriber hereby authorizes NATSB to conduct staff and volunteer screening on its behalf. Subscriber agrees that all consumer information will be submitted to NATSB and received by the Subscriber pursuant to the following understandings and conditions:

### NATSB AGREES TO:

1. Comply with all applicable laws to the making of reports for employment purposes and in the preparation and transmission of reports as defined in the Fair Credit Reporting Act ("FCRA").
2. Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 6 below.
3. *Re-verify at no cost* any disputed report when either the User or the subject makes a request in accordance with applicable law. NATSB's response shall be made in writing and delivered in a timely manner. Provide all information to the consumer as required by the FCRA.
4. Maintain confidentiality of its data acquisition and verification methodology.

### SUBSCRIBER CERTIFIES AND AGREES TO:

5. Will keep all reports, whether oral or written, strictly confidential and, except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. Subscriber will hold NATSB and its affiliated companies, and the officers, agents, employees, and independent contractors of NATSB and its affiliates harmless on account of any expense or damage resulting from the publishing by the Subscriber, or employees or agents of the Subscriber, of report information contrary to the above conditions.
6. Recognizes that information in reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged NATSB *cannot be either an insurer or a guarantor* of the accuracy or the depth of the information reported; releases NATSB and its affiliated companies and the officers, agents, employees, and independent contractors of NATSB and its affiliated companies from liability for any negligence in connection with erroneous information received from third parties.
7. Subscriber agrees to perform its obligations as a user of Screening Reports under the FCRA and any applicable state law.  
<http://www.ftc.gov/os/statutes/fcra.htm>
8. Ensure that only Subscriber's designated representatives will request reports and *forbid employees from obtaining reports on themselves*, associates or any other person except in the exercise of their official duties.
9. Assume responsibility for the final verification of the applicant's identity.
10. Base employment decisions or any actions on the Subscriber's lawful policies and procedures and recognize that *NATSB employees are not allowed to render any legal opinions* regarding information contained in a consumer report.
11. Recognize that, in order to remain in compliance with laws and regulations governing consumer reporting agencies NATSB may make modifications to this agreement from time to time. These modifications may be mailed to the Subscriber and the Subscriber's use of NATSB's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

### THE FOLLOWING CERTIFICATIONS ARE REQUIRED BY CONGRESS:

Subscriber certifies that:

12. Consumer Reports, as defined in by the Fair Credit Reporting Act, will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for employment purposes, which term includes initial employment, promotion, reassignment or retention as an employee, for security clearance purposes, or otherwise in connection with a legitimate business transaction involving the consumer.
13. With regard to such Consumer Reports for **employment / Volunteer purposes**:
  - (a). The *consumer must authorize in writing the procurement of the Consumer Report by the Customer*. The authorization must be procured in a document that consists solely of this disclosure
  - (b). Information from the Consumer Report may not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.
  - (c). *Before taking any adverse action based in whole or in part on the Consumer Report, the person intending to take such adverse action shall provide to the consumer to whom the report relates:*
    - (i) A copy of the report; and,
    - (ii) A description in writing of the "Summary of Rights". <http://www.ftc.gov/bcp/online/edcams/fcra/summary.htm>
14. With regard to Investigative Consumer Reports, such as **Tenant Reports**; Subscriber certifies that:
  - (a). The Customer will clearly and accurately disclose to the consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure will include a statement informing the consumer of his right to request the additional disclosures.

### MOTOR VEHICLE RECORDS:

15. The Subscriber certifies that all of the information obtained *is to be used for employment purposes* and, with respect to any Applicant, Subscriber agrees that it:
  - (a) Shall use the MVR only for "employment purposes" as contemplated by the FCRA and any applicable state law;
  - (b) Is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees;
  - (c) Will comply with the provisions of the Driver's Privacy Protection Act found at 18 U.S.C. Section 2721 et seq. ("DPPA"); and the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).
  - (d) Will comply with all applicable federal and state laws related to the use and review of MVRs;
  - (e) Will execute and deliver all forms requested by NATSB in connection with the delivery of any MVR;
  - (f) 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 Applicant; and
  - (g) 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 Subscriber.
  - (h) Will retain applicant authorization forms for 5 years and make available to NATSB upon request.

**CREDIT REPORTS, INTERNET ACCESS and SECURITY**

- 16. Subscriber will:
  - (a). Subscriber certifies that the consumer credit reports *will only be obtained for the following specific permissible purposes* and for no other purposes:
    - (i) for *employment* purposes
    - (ii) In connection with a *tenant screen* application involving the consumer.
  - (b). *Maintain records authorizing consumers consent for background check for three (3) years.* These records (or copies thereof) must be made available to NATSB personnel on request.
  - (c). Inform all trained operators and other employees of Subscriber's FCRA and other obligations with respect to the request for and use of consumer reports;
    - (i) ensure employees will not obtain consumer reports, information, or other information services for personal reasons or provide them to any third party; and
    - (ii) Take all necessary measures to prevent unauthorized use other than the trained operators for permissible purposes.
    - (iii) Subscriber will inform users and other employees with a need to know that *unauthorized requests for consumer reports may subject them to civil and criminal liability under the FCRA.* NATSB may audit Subscriber at any time to ensure Subscriber is obtaining authorization from consumer and may terminate Subscriber privileges at any time if NATSB reasonably believes that the Subscriber has violated this section or the FCRA.
    - (iv) NATSB will not be responsible for transmission distortion, interruptions or failures of the internet or any other information service. Subscriber will indemnify and hold harmless NATSB from and against any direct and actual loss, cost, liability, and expense (including reasonable attorney's fees) resulting from (i) Subscriber's failure to abide by, or its employees' or agents' violation of this section; or (ii) any unauthorized requests for consumer reports, information or any information service using Subscriber's number and access codes provided by NATSB, unless Subscriber can demonstrate with a preponderance of evidence that the Subscriber complied with the requirements of this section or otherwise acted reasonably to try to prevent the unauthorized access.

THE NATSB-ISSUED SUBSCRIBER CODES AND PASSWORDS MUST BE PROTECTED FROM UNAUTHORIZED USE. NATSB ISSUED SUBSCRIBER PASSWORDS MUST BE CHANGED IF THERE HAS BEEN ANY ACTUAL OR SUSPECTED COMPROMISE OR MISUSE OF THE PASSWORDS.

**INDEMNIFICATION:**

- 17. Subscriber shall indemnify, defend and hold NATSB harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by NATSB based upon the illegal or wrongful use by Subscriber of the Screening Report or upon the negligence or intentional wrongdoing by Subscriber in connection with the use of the Screening Report.
- 18. NATSB shall indemnify, defend and hold Subscriber harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by Subscriber based upon the negligence or intentional wrongdoing by NATSB in obtaining and transmitting the Screening Report.

**TERMS OF SALE**

- 19. Subscriber agrees that they will pay all bills for services according to NATSB's rate schedule in effect at the time such services are rendered, within ten days from date of invoice, and a one and one half percent (1-1/2%) per month finance charge for payments made past that date. Such nonpayment may result in the termination of Subscriber's access privileges and suspension of NATSB's obligation to perform any further services. Services. Any payments, by check or other means, returned to NATSB for any reason are subject to a \$30.00 service charge. Subscriber shall be responsible for all costs of collection including reasonable attorney fees and court costs.

**GOVERNING LAW**

- 20. All legal disputes arising as a result of with respect to this Agreement or Terms Of Sale will be governed and settled by the laws of the State of Kansas and the Subscriber agrees the jurisdiction and venue shall rest exclusively within either Sedgwick of Finney County. Subscriber hereby waives their right to a jury trial.

**ENTIRE AGREEMENT**

- 21. This Agreement contains the entire agreement of the parties. Parties understand and agree that this Agreement constitutes all conditions of service and reporting and applies to all reports made by NATSB and affiliated companies to Subscriber at all branch offices. This Agreement supersedes any prior written or oral agreements between the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. No changes in these conditions may be made except by mutual consent in writing of an officer of Subscriber and an officer of NATSB. A facsimile copy of this executed Agreement will have the same effect as if were the original Agreement. The person(s) signing below represents and warrants that he or she has the necessary authority to bind the Subscriber set forth below. The parties have caused their duly authorized representative(s) to execute this Agreement as of this date below.

**Effective Date:** This Agreement is effective beginning on \_\_\_\_\_, 200\_\_\_\_ (the "Effective Date").

**IN WITNESS WHEREOF,** the parties authorized representatives have executed this Agreement on the date indicated above.

**National Screening Bureau, LLC**  
A Kansas corporation

Organization Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Todd Sutcliffe, President

\_\_\_\_\_, \_\_\_\_\_

Address: 920 N Tyler, Suite 302  
Wichita, KS 67212  
(316) 263-4400  
(316) 223-1094 Fax

Name / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Sales Assoc: \_\_\_\_\_