

CONSENT TO BACKGROUND CHECK AGREEMENT

PLEASE READ CAREFULLY

**DISCLOSURE BY STEP UP SUNCOAST (“SUNCOAST”) OF INTENT TO
PROCURE CONSUMER REPORT ON VOLUNTEER &
AUTHORIZATION TO OBTAIN CONSUMER REPORT
OF A POTENTIAL VOLUNTEER**

The Fair Credit Reporting Act, 15 U.S.C. 1681b, requires that businesses inform applicants or anyone for whom a background check is requested in a clear, conspicuous, separate disclosure of the business’ intent to obtain a consumer report on the applicant or volunteer. The Act further requires that the applicant or volunteer give his or her written authorization to obtain a consumer report.

Therefore, in keeping with the notice and authorization requirements of the Fair Credit Reporting Act, I, _____, acknowledge that I have been informed through this disclosure statement that Suncoast intends to obtain a consumer report concerning me, and that I give my consent as to the obtaining of such a report.

When contacted by Suncoast I authorize consumer reporting agencies to furnish to Suncoast and/or its agents or representatives any information they have concerning me. I understand that Suncoast shall treat this information in a confidential manner. I further understand that Suncoast will rely on the information contained in my report to determine my suitability for engagement, and that Suncoast is not liable for failing to accept my application for employment or application for becoming a volunteer based upon reliance on information contained in the report.

Before Suncoast may take any adverse action based in whole or in part on the consumer report obtained concerning me, Suncoast shall provide me a copy of the report and a description in writing of the rights of the consumer as prescribed by the Federal Trade Commission under section 609(c)(3).

Signature of Volunteer

Date

**ACKNOWLEDGEMENT OF RECEIPT
OF DISCLOSURE**

PLEASE READ CAREFULLY

I, _____, hereby acknowledge that Suncoast has provided me with the attached complete and correct copy of the Consumer Financial Protection Bureau's complete document entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," with additional copies available at: <https://www.consumerfinance.gov/learnmore/>.

I hereby acknowledge my receipt and understanding of the aforementioned document and its contents, which document satisfies all statutory disclosures required pursuant to the Fair Credit Reporting Act.

Signature of Volunteer

Date

**SUMMARY OF RIGHTS FOR APPLICANTS OR VOLUNTEERS DENIED
EMPLOYMENT OR VOLUNTEER OPPORTUNITIES DUE TO
INFORMATION CONTAINED IN A CREDIT REPORT AS PRESCRIBED
BY THE FEDERAL TRADE COMMISSION UNDER SECTION 609(C)(3)
OF THE FAIR CREDIT REPORTING ACT**

I, _____, understand that I am being denied employment, engagement or a volunteer opportunity with Suncoast based upon information contained in the consumer report obtained with my written consent.

In compliance with Section 604 of the Fair Credit Reporting Act, prior to denying my engagement, employment or volunteer opportunity, Suncoast supplied me with a copy of the consumer report obtained with my consent and a written description of the rights prescribed by the Federal Trade Commission that I have as a consumer. I have been informed that the consumer reporting agency did not make the decision to take the adverse action against me and therefore the consumer reporting agency is unable to provide me with the specific reasons why the adverse action was taken.

I understand that one of my rights, as a consumer under Section 611 of the Act, is the right to dispute the accuracy or completeness of any information in the consumer report furnished to Suncoast by the consumer reporting agency. Any disputes regarding the accuracy of information contained in the report are, by law, between the applicant, contractor or volunteer and the consumer reporting agency and not between the consumer and Suncoast.

By signing this Summary of Rights, I acknowledge that Suncoast provided me with copies of the following prior to informing me of the decision to take adverse action against me based on information contained in my consumer report: 1.) a copy of the consumer report obtained with my written consent; 2.) a copy of the Consumer Financial Protection Bureau's complete document entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," with additional copies available at <https://www.consumerfinance.gov/learnmore/>; and 3) a copy of the Consumer Financial Protection Bureau's complete document entitled "Remedying the Effects of Identity Theft," with additional copies available at: <https://www.consumerfinance.gov/learnmore/>.

Signature of Volunteer

Date

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates
- 1.b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:
 - a. Consumer Financial Protection Bureau
1700 G Street, N.W.
Washington, DC 20552
 - b. Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue, N.W.
Washington, DC 20580
(877) 382-4357
2. To the extent not included in item 1 above:
 - a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks
 - b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.
 - c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
 - d. Federal Credit Unions
3. Air carriers
 - a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050
 - b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480
 - c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106
 - d. National Credit Union Administration
Office of Consumer Financial Protection (OCFP)
Division of Consumer Compliance Policy and Outreach
1775 Duke Street
Alexandria, VA 22314
4. Creditors Subject to the Surface Transportation Board
 - a. Asst. General Counsel for Aviation Enforcement & Proceedings
Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590
 - b. Office of Proceedings, Surface Transportation Board
Department of Transportation
395 E Street, S.W.
Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921
 - a. Nearest Packers and Stockyards Administration area supervisor
Associate Deputy Administrator for Capital Access
United States Small Business Administration
409 Third Street, S.W., Suite 8200
Washington, DC 20416
6. Small Business Investment Companies
 - a. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549
7. Brokers and Dealers
 - a. Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

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Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-888-397-3742; www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. You have the right to free copies of the information in your file (your “file disclosure”). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.
4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

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You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.