



## Sub Agent Kit

Agents are  
the driving  
force behind  
our success.

*We are United American.*

Forms to build your relationship with  
United American Insurance Company.



# My UA Sub Agent Worksheet

A step by step guide to becoming a member of the UA Team!

**Please note, if any of the required forms listed below are not complete when returned with your paperwork and fees, it will delay the time necessary to conclude the activation process.**

## REQUIRED

- ☐ **Sub Agent Data Sheet** (Pkt. Pg 3) - Complete, Sign, Date. Please fill-in General Agent information.
- ☐ **Authorization to Obtain Information** (Pkt. Pg 4) - Sign, Date.
- ☐ **Sub Agent Agreement** (Pkt. Pg 5) - Please make sure General Agent information is included.
- ☐ **Business Associate Agreement "BAA"** (Pkt. Pg 6-9) - Print name at top of Pkt Pg 6 sign bottom of Pkt Pg 9. **Return all pages.**
- ☐ **FCRA Disclosure** (Pkt. Pg 10-20) – sign and date bottom of Pkt Pg 11
- ☐ **Check/Money Order Payable to United American or Credit Card Authorization Form** – (Pkt. Pg 21) - Complete, Sign, Date (If applicable-see introductory letter chart).
- ☐ **Submit Copy of CE Credits for Annuity products** – (See Annuity CE–State Requirement table).

## ---Return Options---

**Email:** a Uf "HYXYa Ubb4 Wbhi f]cbU[ YbVhX"Vta

**Fax:** ( ) % ) , & ) ! \$ - ) 3

**Mail:** 7Ybhi f]cb 5[ YbVhX"  
Attn: Licensing  
P O Box 1147  
Valley Stream, NY 11582-1147

**Over-night Address: Centurion Agency Ltd.**  
Attn: Licensing  
65 Roosevelt Ave., Ste. 106A  
Valley Stream, NY 11581

**Please contact your Department of Insurance with any questions regarding this requirement.**

Annuity CE - State Requirement		
Completion of CE Credit Hours prior to the Sale of Annuity Product		
Alaska	Kentucky	Oklahoma
Alabama	Louisiana	Oregon
Arizona	Massachusetts	Rhode Island
California	Maryland	Pennsylvania
Colorado	Maine	South Carolina
Connecticut	Michigan	South Dakota
District of Columbia	Minnesota	Tennessee
Delaware	Mississippi	Texas
Georgia	Missouri	Virginia
Hawaii	Montana	Washington
Idaho	Nebraska	Wisconsin
Iowa	New Hampshire	West Virginia
Illinois	New Jersey	Wyoming
Indiana	North Dakota	
Kansas	Ohio	
As of 12/26/2018		

**Data Sheet.****Applicant Information – Print Name**

Full Name:

Social Security Number:

**Top Agent or Agency**

Full Name: CENTURION AGENCY LTD.

Account Number: G.A. # 43696

**Business Address**

Address:

Suite #:

City:

State:

ZIP Code:

Phone:

Fax:

Mobile:

E-Mail Address:

*By providing an email address, I authorize the company to communicate with me via email for all company correspondence.***Personal Address**

Address:

City:

State:

ZIP Code:

Phone:

Fax:

Mobile:

E-Mail Address:

*By providing an email address, I authorize the company to communicate with me via email for all company correspondence.***Additional Information**

Date of Birth:

Place of Birth:

Are you a citizen of the United States?

☐ Yes☐ No**Information required by State Insurance Departments**Have you ever been convicted of a felony? ☐ Yes ☐ No ( if so, enclose court documents and an explanation)Have you ever been refused, had suspended, or revoked an insurance license in any state? ☐ Yes ☐ NoDo you owe an unpaid balance to any insurance company? ☐ Yes ☐ No ( if so, enclose particulars)**Corporation/Agency-Information****Important Notice**

We only contract with individuals or C corporations. Also, we do not contract with any corporations in the states of Florida, Georgia and Kansas.

**Corp/Agency Information**

Full Name:

Tax ID Number:

**Corp/Agency Address**

Address:

Suite #:

City:

State:

ZIP Code:

Phone:

Fax:

Mobile:

E-Mail Address:

*By providing an email address, I authorize the company to communicate with me via email for all company correspondence.*

## Authorization to Obtain Information – United American Insurance Company

*I certify that my answers are true and complete to the best of my knowledge.*

**I AUTHORIZE ANY CONSUMER REPORTING AGENCY**, or any other organization, or person having knowledge of my character, reputation and financial position to give United American Insurance Company and its affiliates ("the Company") any and all such information. I understand that the information obtained by use of this authorization will be used by the Company to determine eligibility for agent appointments, and for other business purposes in connection with our relationship. I hereby release the above parties from all liability for any damage that may ensue from furnishing any information in response to this authorization.

I give my consent to the Company to perform periodic criminal and credit history background checks in any state, including Georgia, prior to, and up to, termination of my appointment with the Company and its affiliates.

I understand that any information obtained will not be released by the Company or its affiliates to any person or organization except to persons or organizations performing business or legal services in connection herewith.

However, the Company may release such information to any of its affiliates in connection with my request for an appointment with such affiliate(s).

I know that I may request to receive a copy of this authorization and the report. I understand and agree that a photographic copy of this Authorization shall be valid as the original.

Date X \_\_\_\_\_

X \_\_\_\_\_

SIGNATURE OF APPLICANT

## Privacy Notice – United American Insurance Company

United American Insurance Company, (herein referred to as "Company"), in connection with you applying to be an independent contractor for Company, or in connection with your relationship with Company as an independent contractor, may collect and maintain information about you for the purpose of evaluating your application, maintaining your relationship with Company, offering or servicing benefits you may obtain through Company, or any other business-related purpose ("Independent Contractor Information"). Independent Contractor Information may include (1) unique identifiers, such as your real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers; or (2) personal information categories listed in the California Customer Records statute, such as your signature, physical characteristics or description, address, telephone number, state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

**Sub Agent Agreement – must be signed by Designated Agent**

**To: United American:**

I understand that United American Insurance Company does not compensate Sub-Agents, that after I have become authorized to represent the Company, I may place business for the Company only through the Direct Contracted Agent (person or corporation) of the Company for whom I am designated as sub-Agent, that such Direct Contracted Agent alone will be accountable to me for my compensation in accordance with the contract or agreement that I have with such Direct Contracted Agent, and that the Direct Contracted Agent is not authorized to and cannot bind or obligate the company for my compensation or for the performance of any contract or agreement which such Direct Contracted Agent may have with me.

I understand that United American Insurance Company prohibits solicitation of business by anyone who is not authorized to represent the Company by the Insurance Department of the jurisdiction in which the solicitation takes place, and I agree that I will not solicit for the Company until my authority to represent the Company has been secure from the applicable Insurance Department and is in my personal possession.

X \_\_\_\_\_  
(Corp/Agency Name)

X \_\_\_\_\_  
(Designated Agent Signature)

# \_\_\_\_\_  
(Corp/Agency UA Acct #)

X \_\_\_\_\_  
Date

### Business Associate Agreement

This Agreement is made effective \_\_\_\_\_, by and between United American Insurance Company, (Date) hereinafter referred to as "Covered Entity", and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA; and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement; and

WHEREAS, Covered Entity and Business Associate may have previously entered into a Business Associate Agreement, the Parties now wish to supersede such prior agreement with this Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

#### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

#### II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

- (a) Business Associate agrees:
  - (i) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
  - (ii) in the event it enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business

Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;

(iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;

(v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(vi) to ensure that its Subcontractors to whom it provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than ten (10) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410. Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be

held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or



cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Texas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: 

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

Title: Senior Vice President and  
Associate Counsel

Title: \_\_\_\_\_

### **AUTHORIZATION AND ACKNOWLEDGMENT**

I acknowledge receipt of the Disclosure Statement regarding consumer and/or investigative reports and the Summary of Your Rights Under the Fair Credit Reporting Act and certify that I have read and understand both of the documents.

I voluntarily and knowingly authorize the Company or its authorized agents, for appointment purposes only, to obtain consumer reports or investigative consumer reports as part of the process of my applying for appointment. I understand that if the Company appoints me or contracts for my services, my consent will apply, and the Company may obtain Reports, throughout my appointment. I understand that Reports may include information about my prior employment or military record, education, credit worthiness and history, character, general reputation, personal characteristics, criminal record, and mode of living. I understand that this information may be obtained through a variety of sources, including, but not limited to, public records, educational institutions, financial institutions, credit bureaus, and personal interviews with my current and former employers, friends, neighbors and associates. I understand that upon written request to the Company, I will be informed whether a Report was requested and given information as to the nature and scope of the Report.

I hereby authorize United American Insurance Company to perform criminal and credit history background checks in any state, including Georgia, prior to and up to, termination of my appointment with United American Insurance Company and its affiliates.

I request any current or former employer, educational institution, law enforcement department or agency, court, credit bureau, financial institution, licensing agency, governmental agency including the U.S. Armed Forces, or other individuals, organizations and sources to release and furnish any and all information on me that is requested by the Company and/or other consumer reporting agencies hired by the Company.

A photocopy of this authorization shall have the same force and effect as the original and shall be valid for this and any future reports or updates that may be requested. I agree to assist and cooperate with the Company's investigation of my background, including providing all the necessary documents requested by the Company.

**California applicants only:** By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22.

**New York applicants only:** By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

**Washington State applicants only:** By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Washington Fair Credit Reporting Act.

**For California, Minnesota, and Oklahoma applicants only:** Please check the appropriate box to indicate if you would like to receive a copy of your consumer report and/or investigative consumer report free of charge if one is obtained by the Company.

- Yes
- No

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



## CREDIT CARD AUTHORIZATION

**Credit card form must be faxed to our secure fax line (972)-569-3735**

I hereby authorize you to charge my credit card account for my United American Insurance Company Appointment fee in the amount of \$\_\_\_\_\_. If you determine that my actual Appointment Fee(s) are less than the authorized amount, you may instead charge such lesser amount to my credit card account. Should a refund of funds be justified, all refunds will be processed via check. This process can take up to 4 weeks.

The account number is

CVC

The expiration date is

---

Month

Year

**Credit Card Type**

- ☐ VISA  
☐ Discover Card  
☐ Mastercard

Billing Address

---

City, State, Zip

---

Printed Name

---

Signature

Date



**United American Insurance Company**

**FAIR CREDIT REPORTING ACT  
Disclosure Statement and Authorization**

**DISCLOSURE STATEMENT**

In connection with your application for and or continued appointment with United American Insurance Company (the "Company"), the Company may obtain **consumer reports and/or investigative consumer reports** (the "Reports"). In connection with the Reports, the Company may inquire into your consumer credit history, education, professional licensing, criminal history, driving history, character, abilities, work habits, mode of living, residency, immigration status, general reputation, personal characteristics, performance, experience, reasons for termination of past employment and other qualities pertinent to your qualifications for appointment. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the appointment for which you are being evaluated. The Company will not use the report in violation of any Federal or State equal opportunity laws or regulations.

Under the Fair Credit Reporting Act, the Company is required to inform you if an offer of appointment is withheld due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of this notice, the Company will provide you a copy of the Reports. If an adverse action is taken during your appointment, up to and including termination from appointment, due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of notice of adverse action, the Company will provide you a copy of the Reports. The Company is located and can be contacted by mail at 3700 S Stonebridge Drive, McKinney, TX 75070 and the Company can be contacted by phone at 972569-3785. You may request more information about the nature and scope of any investigative consumer reports, and the contact information of any consumer reporting agencies from whom the Company obtains your background reports, by contacting the Company. A summary of your rights under the Fair Credit Reporting Act, and additional state law notices as required, are also being provided to you below with this Disclosure Statement and Authorization.

Please complete and sign the Authorization and Release below, authorizing any party including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories, to furnish any or all of the information described above.

Upon your request, a copy of this Authorization will be provided to you.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://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](http://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](http://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](http://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](http://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](http://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:**

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a.Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>c.National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>d. 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.</p> <p>e.Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>f. Federal Credit Unions</p>	<p>g. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>h. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>i. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>j. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>



## **ADDITIONAL STATE LAW NOTICES**

If you are a Maine, Massachusetts, New York, Oregon or Washington State applicant, employee or contractor, please also note:

**Maine applicants only:** You have the right, upon request, to be informed of whether an investigative consumer report was requested from a consumer reporting agency, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any such reports.

**Massachusetts applicants only:** If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request, to a copy of the report.

**New York applicants only:** You have the right, upon request, to be informed of whether or not a consumer report was requested from a consumer reporting agency. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency.

**Oregon applicants only:** Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

**Washington State applicants only:** If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

### **Washington State**

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

The Washington Fair Credit Reporting Act, located at Chapter 19.182 RCW, substantially parallels the federal Fair Credit Reporting Act and the rights and remedies set forth in the Federal Trade Commission's Summary of Rights, except that, effective July 22, 2007, the Washington State law imposes greater limitations on the reasons for which an employer may obtain a consumer report. Beginning July 22, 2007, an employer may not obtain a consumer report that indicates the consumer's credit worthiness, credit standing, or credit capacity, unless (1) the information is substantially job related and the employer's reasons for using the information are disclosed in writing, or (2) the information is required by law.

#### **COMPLAINTS**

ANY COMPLAINTS BY CONSUMERS UNDER STATE LAW MAY BE DIRECTED TO:

THE ATTORNEY GENERAL'S OFFICE IN WASHINGTON  
**CONSUMER PROTECTION DIVISION**

For Information Call: The Consumer Resource Center

Statewide Toll-Free Number: **800-551-4636**

Statewide Toll-Free TDD: **800-276-9883**

Complaints May Be Made Via U.S. Mail or E-Mail

**Complaints:** <http://www.atg.wa.gov/FileAComplaint.aspx>

(Include your U.S. Mail address with any complaint.)

**Website & Forms:** <http://www.atg.wa.gov/>

**New Jersey**

**A SUMMARY OF YOUR RIGHTS UNDER THE  
NEW JERSEY FAIR CREDIT REPORTING ACT**

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA. The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

**For questions or concerns regarding the NJFCRA please contact:**

**DIVISION OF CONSUMER AFFAIRS**

Department of Law and Public Safety

124 Halsey Street

Newark, NJ 07102

**Phone: 800-242-5846**

973-504-6200

**New York**

**NEW YORK CORRECTION LAW ARTICLE 23-A**

**LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR  
MORE CRIMINAL OFFENSES**

**§750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission. (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons. (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question. (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit

to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm. (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§751.Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and

to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by

law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§1. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.** No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable,

shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless: (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment

sought or held by the individual; or (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§2. Factors to be considered concerning a previous criminal conviction; presumption.** 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors: (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses. (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person. (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities. (d) The time which has elapsed since the occurrence of the criminal offense or offenses. (e) The age of the person at the time of occurrence of the criminal offense or offenses. (f) The seriousness of the offense or offenses. (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct. (h) The legitimate interest of the public agency or private

employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public

agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§754. Written statement upon denial of license or employment.** At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§1. Enforcement.** 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules. 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

## Massachusetts

### INFORMATION CONCERNING THE PROCESS IN CORRECTING A CRIMINAL RECORD

If you have undergone a background check by an agency that has received a criminal record from the DCJIS, you may ask the agency to provide you with a copy of the criminal record. You may also request a copy of your adult criminal record from the Department of Criminal Justice Information Services, 200 Arlington Street, Suite 2200, Chelsea, MA 02150 or by calling (617)660-4640 or go to the Massachusetts iCORI service at

<https://icori.chs.state.ma.us/icori/ext/global/landing.action?page=1&bod=1516290908205&m=presentLanding>

2. The DCJIS charges \$25.00 fee to provide an individual with a copy of his/her criminal record. You may complete an affidavit of indigency and request that the DCJIS waive the fee.

1. Upon receipt, review the record. If you need assistance in interpreting the entries or dispositions, please review the disposition code and “how to read a criminal record” on the DCJIS website [www.mass.gov/cjis/cori/cori\\_bop.html](http://www.mass.gov/cjis/cori/cori_bop.html)

2. The DCJIS does not offer “walk-in” service but you may call our Legal Division at (617)660-4760 for assistance or the CARI Unit of the Office of the Commissioner of Probation at (617)727-5300.

3. If you believe that a case is opened on your record that should be marked closed, you may contact the Office of the Commissioner of Probation Department at the court where the charges were brought and request that the case(s) be updated.

4. If you believe that a disposition is incorrect, contact the Chief Probation Officer at the court where the charges were brought or the CARI Unit at the Office of the Commissioner of Probation and report that the court incorrectly entered a disposition on your criminal record.

5. If you believe that someone has stolen or improperly used your identity and were arraigned on criminal charges under your name, you may contact the Office of the Commissioner of Probation CARI Unit or the Chief Probation Officer in the court where the charges were brought. For a listing of courthouses and telephone numbers please see [www.mass.gov/cjis/cori/cori\\_codes\\_court.html](http://www.mass.gov/cjis/cori/cori_codes_court.html)

8. In some situations of identity theft, you may need to contact the DCJIS to arrange to have fingerprints analysis conducted.

6. If there is a warrant currently outstanding against you, you need to appear at the court and ask that the warrant be recalled. You cannot do this over the telephone.

1. If you believe that an employer, volunteer agency, housing agency or municipality has been provided with a criminal record that does not pertain to you, the agency should contact the CORI Unit