

## EMPLOYEE BACKGROUND CHECK REQUEST

### Disclosure and Notice Statement Pursuant to the Fair Credit Reporting Act

In connection with your employment or volunteer application and for other employment or volunteer purposes, the Diocese of Reno (the Diocese) may seek background information about you from a consumer reporting agency. This information will be in the form of consumer reports.

#### Consumer Reporting Agency

There are many types of “Consumer Reporting Agencies” (CRA’s). Federal regulations require that we use the term “Consumer Reporting Agency” in our background check forms, which means a third-party company that helps compile reports which organizations may use for making decisions regarding an employee’s or volunteer’s eligibility to serve. **In this case, the Consumer Reporting Agency is our criminal background check provider.**

#### Consumer Reports

Background check companies are considered “consumer reporting agencies,” and any reports that they provide are considered “consumer reports”-whether or not they include credit reports. **Our background checks do NOT include credit reports.** “Consumer Reports” collected by the Diocese generally include demographic and identifying information, and public record information.

These reports may be obtained at any time after the Diocese receives authorization from you, including any time during the period of your employment if the Diocese hires you, or during any period in which you are a volunteer.

Consumer reports include information collected by a consumer reporting agency bearing on your character, general reputation, and other characteristics that is expected to be used for employment purposes or for determining whether you may become a volunteer. Consumer reports may include criminal records and driving records, among other resources.

Trak-1, our background check vendor, or another consumer reporting agency, will obtain the reports for the Diocese. Since these reports are being obtained from a third-party Consumer Reporting Agency, the Diocese is complying with the requirements of the Fair Credit Reporting Act.

I acknowledge receipt of this Disclosure and Notice Statement

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Signature

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Date

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Printed name

Documents can be emailed to [EldaJ@catholicreno.org](mailto:EldaJ@catholicreno.org)

Mailed to: Elda Juarez, Diocese of Reno 290 S. Arlington Ave Reno, NV 89501

FAXED to **1-775-284-4374**

Or hand delivered to Elda Juarez at the above address

## DISCLOSURE REGARDING BACKGROUND CHECK for Employment

The Roman Catholic Bishop of Reno  
290 S. Arlington Ave. Reno, NV 89501  
775-329-9274

### **The Roman Catholic Bishop of Reno Will Obtain a Background Check**

You acknowledge and understand that in connection with your application for employment with The Roman Catholic Bishop of Reno and \_\_\_\_\_ Parish, School, or Our Mother of Sorrows Cemetery including any independent contract for services) or when deciding whether to modify or continue your ongoing employment, if hired, we may obtain a “consumer report” and/or an “investigative consumer report” on you from Trak-1, a consumer reporting agency, or from any third party, in strict compliance with both state and federal law.

### **Consumer Report Defined**

A consumer report is any communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used for purposes of serving as a factor in establishing your current and/or continuing eligibility for employment purposes. A common term for a consumer report is a “background check report.”

### **Investigative Consumer Report Defined**

An investigative consumer report is obtained through personal interviews with individuals who may have knowledge of your character, general reputation, personal characteristics, or mode of living. An investigative consumer report might include, for example, calls to the personal references you provide or conversations with former supervisors or colleagues where you worked.

### **Reports May Contain**

The consumer reports or investigative consumer reports may contain public record information which may be requested or made on you including, but not limited to: consumer credit, criminal records, civil cases in which you have been involved, driving history records, current motor vehicle insurance coverage information, education records, previous employment history, workers compensation claims history, social security traces, military records, professional licensure records, eviction records, drug testing, government records, and others.

You further understand that these reports may include experience information along with reasons for termination of past employment. You also acknowledge and understand that information from various federal, state, local and other agencies which contain information about your past activities will be requested, and that a consumer report containing injury and illness, drug testing, or other medical records and medical information may be obtained only after a tentative offer of employment has been made.

### **Your Rights as a Consumer**

You are hereby notified that you have the right to make a timely request for a copy of the scope and nature of the above investigative background report and/or a complete copy of your consumer report contained in Trak-1’s files on you at the time of your request by providing proper identification.

You are further notified that, prior to being denied employment based in whole or in part on information obtained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the consumer reporting agency and a description in writing of your rights under the Fair Credit Reporting Act. Correspondence to Trak-1 should be forwarded to:

Trak-1 | Consumer Relations | 7131 Riverside Parkway | Tulsa, Oklahoma 74136

800-600-8999 | CustomerCare@trak-1.com

# AUTHORIZATION TO OBTAIN BACKGROUND CHECK for Employment

The following is information required in order for The Roman Catholic Bishop of Reno and \_\_\_\_\_ Parish, School, or Our Mother of Sorrows Cemetery to obtain a complete consumer report:

Full Legal Name: \_\_\_\_\_  
(First Name, Full Middle Name, Last Name)

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

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

Social Security Number: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Other or Former Names: (AKA, Maiden Names, Married Names, Surnames, Etc.) \_\_\_\_\_

Phone number: \_\_\_\_\_

Your signature below indicates the following:

- 1) You authorize, without reservation, Trak-1 or any third party to obtain and/or furnish to The Roman Catholic Bishop of Reno and \_\_\_\_\_ Parish, School, or Our Mother of Sorrows Cemetery any records or information referenced in the provided disclosure statement for employment related purposes;
- 2) You authorize ongoing procurement of any records or information, reports and records at any time during your employment to the extent allowed by law;
- 3) You authorize the use of a fax or photocopy of this authorization as having the same authority as the original;
- 4) You authorize and request, without reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other entity, person or agency having knowledge about you to furnish The Roman Catholic Bishop of Reno and \_\_\_\_\_ Parish, School, or Our Mother of Sorrows Cemetery and/or Trak-1 with any and all background information in their possession regarding you for these stated employment purposes;
- 5) You understand and agree that in connection with your employment your consumer report information, whether investigative or otherwise, may be shared with and/or reviewed by all applicable parties involved in the hiring process;
- 6) You have read and fully understand the foregoing disclosure and this authorization.
- 7) You certify that all the information you have provided on this form is true, complete, correct and accurate; and
- 8) You certify you have received, reviewed and understand the "Summary of Your Rights under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.)" which is published by the Federal Trade Commission to help you know your rights.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* This information will be used for background screening purposes only.

Check this box if you are a Minnesota, Oklahoma, or California applicant, and you would like to receive a copy of your consumer report, if one is obtained. For California applicants only: a copy of your report will be sent to you by the above-referenced employer within three business days beginning on the date of receipt by the employer. For Minnesota applicants only: the consumer reporting agency shall furnish a copy of your consumer report within twenty-four hours of providing it to the above-referenced employer. For Oklahoma applicants only: the consumer reporting agency shall furnish a copy of your consumer report.

**CALIFORNIA APPLICANTS:** Pursuant to § 1786.22 of the California Civil Code, you may view the file maintained on you by Trak-1 during normal business hours. You may also obtain a copy of this file, either in person or by mail, by submitting proper identification and paying the costs of duplication services. You may also receive a summary of the file by telephone upon production of adequate identification. Trak-1 is required to have trained personnel available to explain your file to you and any coded information contained therein. You may appear in person alone, or with another person of your choice, provided that this additional person furnishes proper identification.

California Civil Code section 1786.16(2) requires a separate disclosure and authorization to be signed by an applicant or current employee each time a background check is performed for employment purposes. This requirement does not apply in situations where the employer has a suspicion of wrongdoing or misconduct by a current employee.

**MAINE APPLICANTS:** Pursuant to Maine state law, § 1317(2), Trak-1 is required to reinvestigate any consumer dispute made by a consumer residing in the state of Maine within 21 calendar days of notification of the dispute by the consumer.



# Nevada Summary of Rights

## NEVADA SUMMARY OF RIGHTS

### **For Nevada Residents:**

You have certain rights under Chapter 598C of the Nevada Revised Statutes, a summary of which is included below. You may have additional rights under the federal Fair Credit Reporting Act. "Consumer report" means any communication, written or oral, by a reporting agency regarding the payment history of a particular consumer, including information regarding credit worthiness, credit standing, or credit capacity, which is intended for present or future use in whole or in part to serve as a factor in determining the consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, purposes relating to employment, or any other purpose authorized pursuant to the Fair Credit Reporting Act.

A reporting agency may furnish a consumer report concerning you for an extension of credit which you did not initiate only if the contemplated transaction represents a firm offer of credit to you and you meet specific criteria determined by the user, or you have not requested that your name and address be excluded from any list to be provided for such a purpose.

A person shall not procure a consumer report to resell or disclose the report or the information contained in the report unless the person discloses to the reporting agency which originally furnished the report the identity of the intended ultimate user of the report or information, and the only purposes for which the information will be used.

A reporting agency shall not include medical information in its files. If a person takes adverse action against you based on a consumer report from a reporting agency, the person shall notify you of the action taken; furnish you with the name and address of the reporting agency; and inform you of your right to obtain a copy of the consumer report from the agency.

Upon receiving your request for disclosure, and information sufficient to identify you, a reporting agency shall clearly and accurately disclose to you the nature and substance of information in its files which relates to you at the time of the request, and disclose the names of the institutional sources of information. If you request, the reporting agency shall provide a readable copy of the consumer report, disclose the name of each person who has received from the reporting agency information concerning you within the preceding 2 years for purposes of employment, promotion, reassignment or retention as an employee; or within the preceding 6 months for any other purpose.

If you dispute the accuracy of the information contained in the files of the reporting agency, the reporting agency shall within 5 business days notify the institutional sources of the information, and as soon as reasonably possible, but no later than 30 days, complete a reinvestigation of the accuracy of the information unless the dispute is determined to be frivolous or irrelevant. If the reporting agency determines the dispute is frivolous or irrelevant, the reporting agency must notify you. If the reporting agency determines that the information is incorrect or cannot be verified, it shall correct its files and notify you. No deleted information shall be reinserted unless: (1) the person furnishing the information uses reasonable procedures to ensure the maximum possible accuracy of the information; and (2) the reporting agency notifies you within 5 business days after the reinsertion and offers you the opportunity to add to your file your own brief statement disputing or adding to the information. A reporting agency shall periodically purge from its files and after purging shall not disclose bankruptcies whose dates of adjudication precede the report by more than 10 years. A report of adjudication must include, if known, the chapter of Title 11 of the United States Code under which the case arose. Except as otherwise provided by a specific statute, a reporting agency shall also purge any other civil judgment, report of criminal proceedings, or other adverse information which precedes the report by more than 7 years. You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Nevada state law outlined above.

## **Nevada Consumers Security Freeze Rights**

You have a right to place a security freeze in your file which will prohibit a reporting agency from releasing any information in your file without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent a reporting agency from releasing your consumer report without your consent. However, you should be aware that using a security freeze to take control over who is allowed access to the personal and financial information in your file may delay, interfere with or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular telephone, utilities, digital signature, Internet credit card transaction or other services, including an extension of credit at point of sale. When you place a security freeze in your file, you will be provided a personal identification number or password to use if you choose to remove the security freeze from your file or to authorize the temporary release of your consumer report for a specific person or period after the security freeze is in place. To provide that authorization, you must contact the reporting agency and provide all the following:

1. Sufficient identification to verify your identity.
2. Your personal identification number or password provided by the reporting agency.
3. A statement that you choose to remove the security freeze from your file or that you authorize the reporting agency to temporarily release your consumer report. If you authorize the temporary release of your consumer report, you must name the person who is to receive your consumer report or the period for which your consumer report must be available.

A reporting agency must remove the security freeze from your file or authorize the temporary release of your consumer report not later than 3 business days after receiving the above information.

A security freeze does not apply to certain persons, including a person, or collection agencies acting on behalf of a person, with whom you have an existing account that requests information in your consumer report for the purposes of reviewing or collecting the account.