

End-User Certification to Applicant Insight

Required for Requesting Consumer Reports for Employment Purposes

This certification is made to Applicant Insight (Ai), by the undersigned ("End-User"), who is authorized to certify on behalf of its company ("The Company"). The End-User certifies that The Company intends to obtain Consumer and/or Investigative Consumer Reports ("Consumer Reports"), from Ai, a Consumer Reporting Agency. The End-User certifies that the Consumer Reports obtained from Ai will be used solely for employment purposes as defined in the federal Fair Credit Reporting Act (FCRA). This certification is required by Ai, as a condition of the End-User and The Company, to obtain Consumer Reports for employment purposes. The End-User acknowledges that any other purpose is prohibited, unless Ai is informed of the purpose, and grants written permission to the End-User, prior to any requests for Consumer Reports being made.

- The End-User agrees that no information from the Consumer Reports obtained from Ai will be used in violation of any federal or state laws including, but not limited to, Equal Opportunity Law or regulation, the FCRA, Americans with Disabilities Act (ADA), Driver's Privacy Protection Act (DPPA), California Investigative Consumer Reporting Agencies Act (CA ICRA), or other governing law.
- The End-User agrees to hold information contained within a Consumer Report in strict confidence and maintain procedures to secure information against unauthorized third party access or use.
- The End-User further certifies on behalf of The Company, that prior to ordering Consumer Reports from Ai and in accordance with the FCRA, that: **1)** The End-User has provided the Consumer with a clear and conspicuous disclosure in writing, as notification that a Consumer Report (or Investigative Consumer Report) may be obtained, containing information about them, to be used for employment purposes; **2)** The End-User has obtained written authorization from the Consumer as permission to procure the report and; **3)** Prior to taking adverse action (decision not to hire, promote, retain, or reassign, when the decision is based, in whole or in part on the Consumer report), the End-User will provide to the Consumer, **a)** A copy of the report and **b)** a copy of the document "Summary of Consumer's Rights under the FCRA".
- The End-User further certifies on behalf of The Company, when applicable to their business, and prior to obtaining Consumer and/or Investigative Consumer Reports from Ai for employment purposes, that: the End-User shall comply with all applicable provisions of the California Investigative Consumer Reporting Agencies Act (CA ICRA) and shall: **1)** Provide a disclosure notice in writing to the Consumer, to include specific language described in the CA ICRA; **2)** Obtain authorization from the Consumer as permission to procure the report; **3)** Provide a means by which the Consumer can indicate his/her wish to obtain a copy of the report, and **4)** following adverse action procedures; all of which are required pursuant to the FCRA.
- **Ai strongly recommends that The End-User consult legal counsel to ensure full compliance with all governing laws. The End-User, on behalf of The Company, further agrees to comply with future amendments or revisions to laws governing procurement and use of Consumer Reports from Ai, which may change the End-User's obligations.**
- The End-User (undersigned) acknowledges having read the information contained within this agreement and hereby certifies to Ai that they are an authorized representative of The Company, are signing on behalf of The Company and its End-Users, and will comply with all of the terms herein.

Company Name _____

Authorizing End-User Signature _____

Authorizing End-User Printed Name/Title _____

Phone # _____ Date _____

Ai Account # _____	For Ai Internal Use Only
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**Compliance Reference Information
Additional Attachments**

Web sites

- To access the CA Assembly Bill 655 (CA ICRA) visit www.privacyprotection.ca.gov/icraa.htm
- To access the FCRA visit www.ftc.gov/os/statutes/fcrajump.htm
- To access the DPPA visit www.accessreports.com/statutes/DPPA1.htm
- To access the ADA visit www.usdoj.gov/crt/ada/adahom1.htm

Additional attachments included in this packet:

- **Sample Disclosure**
- **Sample Authorization for Consumer Reports**
- **Sample Pre-Adverse and Adverse Action Letters to Applicants/Employees**
- **Summary of Rights Under the Fair Credit Reporting Act**
- ***If you hire Applicants in the State of California, please contact Ai for separate CA compliance sample documents, as required by the CA ICRA.***

***SAMPLE Disclosure Notice: As the user of consumer reports, it is your responsibility to comply with all applicable federal, state and local laws governing this area. It is strongly recommended that you consult with an attorney prior to use in order to ensure compliance.**

**DISCLOSURE NOTICE TO APPLICANTS / EMPLOYEES
REGARDING CONSUMER REPORTS**

In connection with your application for employment or contract services, **Sample Company** may obtain information about you from a consumer reporting agency. A consumer report and/or an investigative consumer report may be requested, including information about your: character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal record, driving record, credentials, and/or credit and indebtedness, and may involve personal interviews with sources such as: supervisors, friends, neighbors, associates, public record or various Federal, State, or Local agencies.

A consumer report and/or an investigative consumer report may be obtained at any time during the application process and if hired, during your continued employment with Sample Company. A consumer report containing injury and/or medical information may be obtained after a tentative offer of employment has been made. You have the right, upon written request made and after the receipt of this notice, to request a disclosure of the nature and scope of the investigative consumer report.

Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

I have read and acknowledge receipt of the above notice:

Printed Name: _____

Signature: _____

Date: _____

Social Security#: _____

***SAMPLE Authorization Notice: As the user of consumer reports, it is your responsibility to comply with all applicable federal, state and local laws governing this area. It is strongly recommended that you consult with an attorney prior to use in order to ensure compliance.**

ACKNOWLEDGMENT AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with your application for employment (including contract for services), with **Sample Company**, you understand that consumer reports or investigative consumer reports may be requested about you including information about your character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal record, driving record, credentials, and/or credit and indebtedness, and may involve personal interviews with sources such as supervisors, friends, neighbors, associates, public record or various Federal, State, or Local agencies. A consumer report containing injury and/or medical information may be obtained after a tentative offer of employment has been made.

You hereby authorize the obtaining of such consumer reports and investigative consumer reports at any time after receipt of this authorization. By signing below, you hereby authorize without reservation, any party or agency contacted by this employer, or the consumer reporting agency acting on behalf of the employer, to furnish the above mentioned information. You further authorize ongoing procurement of the above mentioned reports at any time during your continued employment or contract for services. You also agree that a fax or photocopy of this authorization with your signature shall be accepted with the same authority as the original.

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the consumer report, if one is obtained, please check this box.

For California applicants only, if public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report.

Printed Name: _____

Signature: _____

Date: _____

Social Security #: _____

Current Address: _____

_____ city state zip

DL #: _____ State: _____

***SAMPLE Pre-Adverse Notification Notice: As the user of consumer reports, it is your responsibility to comply with all applicable federal, state and local laws governing this area. It is strongly recommended that you consult with an attorney prior to use in order to ensure compliance.**

PRE-ADVERSE ACTION NOTIFICATION

Date
Applicant's or Employee's Name
Address
City, State & Zip
Re: Adverse Action Notice

Dear Mr. or Mrs. (Applicant's or Employee's Name):

This notice is provided pursuant to the Fair Credit Reporting Act.

A decision is currently pending concerning your (explain the event, application for employment or contract, promotion, transfer, retention, appointment, renewal, etc.) with **Sample Company**. Enclosed please find a copy of the consumer report that you authorized, and the document "A Summary of Your Rights Under the Fair Credit Reporting Act." The information contained within the consumer report is currently under review in determining your eligibility for (explain the event, employment/promotion/transfer/retention, etc.).

If you find this report to be inaccurate or incomplete, you should contact our office immediately so that the corrected information can be reviewed, prior to any final decision being made.

Regards,

Company Representative's Name
Title

***SAMPLE Adverse Notification Notice: As the user of consumer reports, it is your responsibility to comply with all applicable federal, state and local laws governing this area. It is strongly recommended that you consult with an attorney prior to use in order to ensure compliance.**

ADVERSE ACTION NOTIFICATION

Date
Applicant's or Employee's Name
Address
City, State & Zip
Re: Adverse Action Notice

Dear Mr. or Mrs. (Applicant's or Employee's Name):

This notice is provided pursuant to the federal Fair Credit Reporting Act.

Sample Company has made a decision not to (explain the decision, hire, promote, transfer, retain, appoint, renew). This decision was based in whole, or in part on information provided in your investigative consumer report.

This report was prepared by Applicant Insight Limited, Inc., PO Box 458, New Port Richey, Florida 34656-0458, telephone (800) 771-7703. However, Applicant Insight did not make the decision to take this adverse action against you and cannot provide you with any specific reasons why the decision was made.

You are entitled to obtain a copy of the investigative consumer report directly from Applicant Insight Limited, Inc. by requesting a copy of the report in writing. You will need to provide positive identification, such as a copy of your driver's license, passport, or birth certificate.

Under the Fair Credit Reporting Act, you are also afforded the right to dispute the accuracy or completeness of any information contained in the report. You may do so by providing a written dispute of the inaccurate information, with identification (name, social security number, and copy of driver's license) directly to Applicant Insight. If appropriate, Applicant Insight will reinvestigate and issue an updated report within thirty (30) days.

We wish you the best of luck in your future endeavors.

Regards,

Company Representative's Name
Title

Enclosure: Summary of Rights Under the FCRA

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRA's are credit bureaus that gather and sell information about you – such as if your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under the state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

1. **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you--such as denyin g an application for credit, insurance, or employment--must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
2. **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You are also entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
3. **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs--to which it has provided the data--of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
4. **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
5. **You can dispute inaccurate items with the source of the information.** If you tell anyone--such as a creditor who reports to the CRA--that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
6. **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old, ten years for bankruptcies.
7. **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA--usually to consider an application with a creditor, insurer, employer, landlord, or other business.
8. **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

9. You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

10. You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693 Office of Thrift Supervision Consumer Programs Washington, DC 20552 * 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051