



THE MCDOWELL AGENCY, INC

background screening

USER CERTIFICATION As Required by the Federal Fair Credit Reporting Act and its State Analogues AND CLIENT SERVICES AGREEMENT

This Certification/Agreement is made by and between The McDowell Agency, Inc. (MCDOWELL) and the CLIENT named below:

THE MCDOWELL AGENCY, INC.

1101 North Snelling Avenue
St. Paul, MN 55108

Phone: 651-644-3880

1-877-644-3880

Fax: 651-644-3877

Email: admin@mcdowellagency.com

www.mcdowellagency.com

CLIENT'S FULL LEGAL

BUSINESS NAME: _____

Headquarters' Address: _____

City, State, Zip: _____

Headquarters' Main

(Published) Phone Number: _____

Fax: _____

Email: _____

Website: _____

Nature of Client's

Business/Industry: _____

1. CLIENT desires to purchase Employment Screening Products and related services from MCDOWELL, including but not limited to Background Investigations. CLIENT acknowledges:

- A. MCDOWELL is defined as a "Consumer Reporting Agency" by the U.S. Federal *Fair Credit Reporting Act (FCRA)*, 15 U.S.C. 1681, et seq. as amended, and its State analogues.
- B. Employment Screening Reports provided by MCDOWELL, purchased and used by CLIENT are defined as "Consumer Reports" or "Investigative Consumer Reports" (Consumer Reports) by the FCRA.
- C. By using the services of MCDOWELL, CLIENT is considered a "User" of Consumer Reports under the FCRA and must comply with the FCRA.

2. CLIENT and MCDOWELL agree to bear their respective responsibilities as defined in the FCRA, its State analogues, the Federal Drivers Privacy Protection Act, and all applicable Federal and State and International laws and regulations relating to Consumer Reports. CLIENT agrees to order and use Consumer Reports in full compliance with the FCRA and, therefore, makes the following certifications as required in the FCRA:

- A. CLIENT agrees the information in Consumer Reports provided by MCDOWELL will not be used in violation of any applicable Federal or State and International law, including but not limited to equal employment opportunity laws or regulations.
- B. CLIENT agrees Consumer Reports will be ordered only when intended for **employment purposes** and will not be used for any other purpose/s. **CLIENT specifically agrees not to sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this Certification/Agreement to any third party.** CLIENT agrees that distribution and review of all Consumer Reports, whether oral or written will be limited to those with a legitimate business need for the information, or as permitted and required by law.
- C. Unless CLIENT suspects misconduct relating to employment or compliance with Federal, State, or local laws, CLIENT agrees to:
 - 1. Notify each "applicant for employment or continued employment" (Consumer) in a clear and conspicuous disclosure a Consumer Report will be obtained. Such disclosure will be made in writing before the Consumer Report is ordered and the disclosure will be made in a document consisting solely of the disclosure or the disclosure and authorization.

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2. Obtain a signed authorization from every person on whom a Consumer Report will be ordered and upon request provide a copy of the authorization to MCDOWELL. CLIENT agrees this authorization will be signed and in CLIENT'S possession **before** MCDOWELL is directed to prepare a Consumer Report.

- D. CLIENT agrees that if adverse employment action is to be taken, based either in whole or part on information provided by MCDOWELL in a Consumer Report, CLIENT will comply with adverse action requirements as defined in the FCRA.
- E. CLIENT acknowledges receipt of "*Notice to Users of Consumer Reports: Obligations of Users under the FCRA*" as prepared by the Federal Trade Commission. A copy of this notice is provided at the end of the Certification/Agreement.
- F. CLIENT and MCDOWELL acknowledge every Consumer Report provided to a Consumer must include "*A Summary of Your Rights under the Fair Credit Reporting Act*," hereinafter referred to as "Consumer Rights." By initialing below:

_____ CLIENT relieves MCDOWELL of responsibility of attaching Consumer Rights to each Consumer Report provided to CLIENT. CLIENT agrees to attach to each Consumer Report received from MCDOWELL a copy of Consumer Rights whenever providing a copy of Consumer Report to Consumer.

3. **If employment is in California.** CLIENT acknowledges specific requirements imposed by *California Investigative Consumer Reporting Agencies Act* and, unless CLIENT has reason to believe Consumer is or has been engaged in criminal activity likely to result in loss to CLIENT or CLIENT has reasonable suspicion of other wrongdoing on part of Consumer, CLIENT agrees to:

- A. Make the applicable disclosures to the Consumer and obtain authorization from the Consumer as required by California Civil Code 1786.16 each time a Consumer Report is requested, and
- B. Provide the Consumer a means by which the Consumer may indicate on a written form, by means of a check box, that the Consumer wishes to receive a copy of any Consumer Report that is prepared, and
- C. Comply with California Civil Code 1786.40 if adverse action is taken.

4. CLIENT acknowledges special requirements are imposed by some **States Department of Motor Vehicles**. If requesting driving records as part of a Consumer Report, CLIENT agrees to obtain a signed (not electronically) authorization containing the term "driving records." If the authorization is not provided to MCDOWELL at time of order, CLIENT agrees to retain authorization for five (5) years and to provide a copy of authorization to MCDOWELL upon request.

5. CLIENT acknowledges special requirements are imposed by **credit bureaus**. If CLIENT requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a Consumer's Social Security Number (SSN), CLIENT acknowledges credit bureaus report information as supplied by third party sources and the credit bureaus do not guarantee accuracy of information. CLIENT therefore agrees to:

- A. Make no employment decisions based solely on credit bureau alerts/warning regarding addresses and/or SSN.
- B. Ensure security programs and appropriate access requirements are in place to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for employment purposes of CLIENT.
- C. Release and indemnify the credit bureau from all liability to the extent such liability is limited to direct damages and directly attributable to CLIENT'S unauthorized access, improper use, or improper reliance on consumer credit information.

6. As part of the services provided to CLIENT, MCDOWELL makes available on a best-effort basis its Internet-based services, the features and functions of which may change from time to time as determined solely by MCDOWELL. CLIENT is under no obligation to use the Internet-based services; however, the use of the Internet-based services does not in any way alter the legal responsibilities of the CLIENT, particularly those imposed by the FCRA.

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- A. CLIENT and MCDOWELL agree that all CLIENT IDs, passwords, and access information will be kept confidential and distribution will be limited to those with a legitimate business need to know. CLIENT further agrees to prevent, as reasonably practical, unauthorized viewing of consumer information through the Internet-based services.
- B. CLIENT agrees to notify MCDOWELL when CLIENT requires enabling or disabling of one or more CLIENT IDs and Passwords to access the Internet-based services. If an Internet user leaves the employ of CLIENT, CLIENT acknowledges that until a written request to disable a password is made of MCDOWELL, any previously issued CLIENT IDs and Passwords remain active and will permit access to the Internet-based services. CLIENT is fully liable for any and all actions of CLIENT's representative until CLIENT requests a password be disabled.
- C. MCDOWELL and/or CLIENT shall not be liable for any CLIENT Consumer Report information being disclosed as a result of a party accessing MCDOWELL's or CLIENT's computer system/s without either party's authority (i.e., hackers).
- D. CLIENT acknowledges that the Internet-based service is the sole property of MCDOWELL and that no title to, or ownership of, any software is transferred to CLIENT.
7. CLIENT and MCDOWELL acknowledge that under Federal law, Consumer Reports may be provided only to legitimate business entities. Unless CLIENT is a recognized national or regional entity, MCDOWELL or their representative may conduct a physical inspection of CLIENT premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify CLIENT is a business enterprise. MCDOWELL may also request CLIENT'S business license or other form/s of identification before service may commence. CLIENT is not obligated to permit inspection and/or provide information; however, MCDOWELL reserves the right not to provide Consumer Reports to CLIENT in such circumstances.
8. All products and services made available to CLIENT are furnished by MCDOWELL subject to the conditions that there will be no abuse, fraudulent activity, or illegal use of such products and services.
9. Without limiting any of the foregoing, CLIENT acknowledges it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this Certification/Agreement and is solely responsible for its compliance therewith.
10. CLIENT agrees this Certification/Agreement applies to all Consumer Reports made by MCDOWELL to CLIENT regardless of which office of CLIENT requests and/or receives such reports. CLIENT further agrees no changes in this Certification/Agreement may be made except by written consent of an authorized agent of MCDOWELL and an authorized agent of CLIENT.

IN WITNESS WHEREOF, the parties have caused this Certification/Agreement to be signed by their respective duly authorized representatives as of the day and year shown.

BY: **THE MCDOWELL AGENCY, INC.**

CLIENT

Signature, Authorized Representative

Signature, Authorized Representative

Printed Name

Printed Name

Title

Date

Title

Date

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