

## Pre-employment Screening Service CLIENT SERVICE AGREEMENT AND USER CERTIFICATION \_\_\_\_\_

The undersigned, the *Client*, desires to use the services of Employers Council Services a wholly owned subsidiary of Mountain States Employers Council, Inc. Pre-employment Screening Service, (hereinafter referred as *MSEC*). Client hereby certifies that the information ordered from, and submitted to MSEC will be requested under the following conditions:

1. MSEC agrees to:
  - a) Comply with all applicable laws in the preparation and transmission of the reports for employment purposes as defined in 15 USC-1681 et seq. as regulated by the Federal Trade Commission and known as the Fair Credit Reporting Act.
  - b) Follow procedures to assure reasonable accuracy of information reported subject to paragraph 2-c below, and to reinvestigate if requested by Client or its Applicant free of charge and to record the current status of the disputed information, or delete or modify (as the case may be) the item from the file if an item is found to be inaccurate or incomplete or cannot be verified.
  - c) Upon written or oral request made by the applicant to MSEC or to the Client, MSEC shall make a complete and accurate disclosure of the nature and substance of all information in the applicant's file at the time of the request, except that the sources of any information that is acquired solely for use in making the communication and is actually used for no other purpose, need not be disclosed at that time. This disclosure shall be made in writing, mailed or otherwise delivered to the applicant no later than five days after the date on which the request for such disclosure was received from the applicant. A summary of the applicant's rights will be provided to the applicant at that time.
  - d) Verify the accuracy of public record information that relates to an arrest, indictment, conviction, civil judicial action, tax lien, or outstanding judgment during the 30-day period ending on the date on which the report is furnished to the Client.
  - e) Deliver the report in either written or electronic form.
2. Client agrees:
  - a) To keep all reports, whether oral or written, strictly confidential, and shall not knowingly or willfully provide information to any other person not authorized to participate in the decision for the transaction for which the report was ordered.
  - b) To request no information for use other than for employment purposes and to obtain and retain a proper Disclosure and Authorization Form from each applicant.
  - c) To recognize that information in reports is secured from various sources and that for the fee charged MSEC cannot be an insurer or guarantor of the accuracy or completeness of the information reported.
  - d) To order consumer reports or investigative consumer reports, as defined by the Fair Credit Reporting Act, only when intended to be used in employment eligibility, promotion, reassignment or retention as an employee.

Client certifies that:

- a) Where a consumer report or an investigative consumer report is procured for employment purposes, a clear and conspicuous disclosure will be made in writing to the consumer before the report is procured in a document that consists solely of the disclosure.
- b) Where a consumer report is procured for employment purposes, the consumer's authorization will be obtained.
- c) Where an investigative consumer report is procured or prepared for employment purposes, a clear and conspicuous disclosure will be made in writing to the consumer that he or she has the right to request additional disclosures and a written summary of the rights of the consumer. Such additional disclosures include the complete and accurate disclosure of the nature and scope of the investigation requested and will be provided to the consumer no later than five days after the date on which the request for disclosure was received from the applicant.
- d) In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the consumer will be provided with (1) a copy of the report, and (2) a description in writing of the rights of the consumer under the Fair Credit Reporting Act.
- e) Information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

MSEC has provided Client with a schedule of the charges for its reports and services. MSEC will give reasonable prior notice (not less than five calendar days) of any change in this schedule of charges. Client acknowledges that MSEC will normally bill monthly for the services rendered, and the payment terms are Net Due upon receipt of the billing date. Client agrees to promptly pay invoices.

**Fax to 303.861.5738**

**CLIENT:**

Organization Name \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_