Inquirehire Logo -long- 5-1-08 63-pixels

CERTIFICATION of PERMISSIBLE PURPOSE

The Fair Credit Reporting Act states that a consumer reporting agency may furnish a consumer report to a person, which it has reason to believe, intends to use the information for employment purposes. The term “employment purposes” when used in connection with a consumer report means a report used for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee.

Client understands that various legal requirements apply when it orders background checks for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance.

1. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Background Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Background Report will be run (“the Consumer”). The “disclosure” shall explain that a Consumer Report and/or Investigative Consumer Report may be procured for employment purposes.  The “disclosure” shall “stand alone” and not be combined with or stapled to any employment application or other document. The “disclosure” shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
2. **State Law Notifications.** Client certifies that before ordering a Background Report from Inquirehire, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel to ensure that all applicable requirements are accounted for.
3. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Background Report, the Consumer shall authorize in writing the procurement of all Background Reports to be ordered by Client.
4. **EEO Law and Regulation Compliance**. Client certifies that it shall not use information contained in a Background Report in violation of any applicable federal or state equal employment opportunity law or regulation.
5. **Adverse Action Procedures.** Client certifies that, if it is contemplating taking adverse action based in part or whole on a Background Report from Inquirehire, it shall follow all legally-required “adverse action” procedures specified by applicable federal, state or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a report provided by Inquirehire, Client will provide to the consumer: (1) a copy of the report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state or local law. Client will then wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report. After the appropriate waiting period and, assuming no dispute, Client will issue to the Consumer notice of the adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Inquirehire, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period, Client will afford Inquirehire the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
6. **General Legal Compliance.** Client certifies it is aware that local, state, and federal laws and regulations impact how and under what circumstances Client may use Background Reports. Client certifies that it will comply with all applicable federal, state, and local laws covering the acquisition and/or use of consumer reports and/or investigative consumer reports, including, but not limited to, the FCRA and Title VII.

**CLIENT:**

***[Organization Name]***

***[Name and Title]***

***[Date]***

***[Authorized Signature]***

Revised March 2016