

**NORTHEAST CLAIM SERVICE**  
**P.O. BOX 1252**  
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**FCRA SERVICE COMPLIANCE AGREEMENT**

**Employer Certification to Northeast Claim Service**

The undersigned Employer and Northeast Claim Service hereby agree to the following:

1. Northeast Claim Service did furnish to undersigned Employer a copy of *Notice to Users of Consumer Reports*.
2. The undersigned employer is requesting a Consumer Report and/or Investigative Consumer Report for Employment Purposes.

Employer agrees that a consumer report for employment purposes will not be requested unless:

- A. A clear and conspicuous disclosure has been made, in writing to the consumer before the report is obtained and in a document that consists of the disclosure that a consumer report may be obtained for employment purposes.
  - B. The consumer has authorized in writing the procurement of the report.
  - C. If an Investigative Consumer Report is requested, the consumer must be notified in writing not later than three days of requesting said report.
    1. A Consumer Summary of Rights must be provided in the format approved by the Federal Trade Commission.
    2. The consumer has the right to request the nature and scope of the investigation and the employer must respond in writing not later than five days after receiving the consumers request or from the date the investigation was first requested, whichever is the later.
3. Requirements upon an Adverse Action/Decision  
Employer agrees that before taking adverse action due to contents in whole or part of the Consumer Report, it will provide to the employee applicant:
- A. A copy of the Consumer Report.
  - B. A copy of the Summary of Consumer rights in the format approved by the Federal Trade Commission.

**FCRA SERVICE AGREEMENT (Cont)**

C. If adverse action will be taken in whole or in part against an existing employee or an employee applicant, Employer shall provide Notice of Impending Adverse Action Notification to employee or employee applicant.

D. If adverse action is taken against an employee or employee applicant the employer shall within 3 business days make the notification that adverse action has been taken in whole or in part based upon the investigative report.

1. Must be in written, oral or electronic form.
2. Must contain Northeast Claim Service's name, address and phone
3. Must advise the consumer of his/her right to obtain a free copy of the report within 60 days of the adverse action and to dispute the accuracy or Completeness of the report.
4. Employer acknowledges that this entire procedure must be repeated before future reports on the individual are requested.
5. Employer will hold the contents of the consumer report in strict confidence and use information only for purposes outlined in the disclosure.
6. Failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. (Section 606, 617, 621). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. (Section 619).

**EMPLOYER/RESPONSIBLE PARTY** (type or print)

NAME OF PERSON SIGNING: \_\_\_\_\_

TITLE/POSITION: \_\_\_\_\_

COMPANY/ORGANIZATION: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Northeast Claim Service, its' sources, officers, agents or employees Disclaimer**

While the information contained in the reports provided has been obtained from public record data sources deemed reliable, its' accuracy cannot be absolutely guaranteed due to the potential of human error in the actual creating of the record. Since the information is not owned by Northeast Claim Service and since public record data on any one individual, group of individuals, company or companies can be contained in more than one repository, Northeast Claim Service can only rely on its' accuracy from the public record data sources currently available at the time of the search. This information is furnished for your exclusive use and accepted by you without any liability on the part of Northeast Claim Service. Furthermore you agree to indemnify Northeast Claim Service, its' sources, officers, agents or employees of any liability for the use of this information. You agree that your right to obtain and the purpose for which this information is provided for your exclusive use, is fully within the appropriate law or laws which apply to the permissible purpose of retrieving information on an individual's background, credit and/or criminal records history.