



## EMPLOYEE RELATIONS, INC.

20720 VENTURA BLVD., SUITE 200, WOODLAND HILLS, CA 91364

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### PUBLIC AGENCY AGREEMENT AND CERTIFICATION

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This Agreement and Certification is between EMPLOYEE RELATIONS, INC. (hereinafter referred to as "ER") and the Employee Relations Network Member (hereinafter referred to as "ERN Member" or "Member") named on the last page of this Agreement. ERN Member is a public agency employer having a need for Investigative Consumer Reports and/or Consumer Credit Reports (individually or collectively, "Consumer Report for Employment Purposes" or "report") in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

1. ER has access to investigative consumer reports and information from one or more consumer credit reporting agencies and from other sources they believe to be reliable.
2. ERN Member certifies that they shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by ER only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose.
3. ERN Member certifies that it will not request a Consumer Report for Employment Purposes unless:
  - A. A clear and conspicuous disclosure/notification, in a form acceptable to ER, has been made in writing to the applicant within the statutory time period. The disclosure/notification shall advise the applicant of the nature and scope of the investigation; that ERN Member utilizes the services of ER to prepare a Consumer Report for Employment Purposes; and ER contact information should the applicant be a victim of identity theft or desires to dispute information believed to be false or erroneous;
  - B. The applicant has authorized, by signature, the procurement of the Consumer Report for Employment Purposes; and
  - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable Federal or State law or regulation and that ERN Member shall comply with all Federal and State laws and regulations affecting the requesting and use of Consumer Report for Employment Purposes.
4. It is expressly understood that should Member violate any term of this Agreement, or a legal requirement, or a material change in existing legal requirement that adversely affects this Agreement, ER may, upon its election, discontinue serving Member and cancel this Agreement and Certification immediately.
5. ERN Member further understands the statutory requirements to provide the applicant with a copy of the Consumer Report for Employment Purposes. ERN Member hereby authorizes ER, when requested and/or where applicable, to cause the report prepared by ER to be provided to the applicant within the statutory timeframe. ER shall utilize its best effort to make a good faith attempt to comply, in a timely manner, on ERN Member's behalf. **By initialing below, ERN Member instructs ER not to provide any report and hereby accepts responsibility for providing applicants with required reports.** \_\_\_\_\_
6. ERN Member further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the applicant, if not provided previously, with:
  - A. A copy of the Consumer Report for Employment Purposes; and
  - B. A copy of the consumer's rights, in the format approved pursuant to the Fair Credit Reporting Act and other applicable laws and regulations.



## PUBLIC AGENCY ACCOUNT INFORMATION (Continued)

**AGENCY NAME:** \_\_\_\_\_

**AUTHORIZED USERS FOR EMPLOYEE MANAGEMENT CENTER:**

CAO/CEO:					
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Director:					
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Human Resource Manager:					
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Agency Legal Council:					
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:			Title/Role:		
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:			Title/Role:		
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:			Title/Role:		
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Hotline Reports:	<input type="checkbox"/> Yes <input type="checkbox"/> No

## PUBLIC AGENCY ACCOUNT INFORMATION (Continued)

AGENCY NAME: \_\_\_\_\_

### FOR EMPLOYEE RELATIONS INTERNAL USE ONLY

Name of Bank: \_\_\_\_\_ City, State: \_\_\_\_\_

Bank Phone Number: \_\_\_\_\_

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

\$ \_\_\_\_\_ Employee Management Center

\$ \_\_\_\_\_ Bundle:

\$ \_\_\_\_\_ Drug Testing

\$ \_\_\_\_\_ Compliance/Adverse Action  ER will comply  Client will comply  Not applicable

\$ \_\_\_\_\_ Other:

Client #: \_\_\_\_\_  Agency Information (Attach copies of Web Page and Yellow Pages)

Industry Code: \_\_\_\_\_  Public Agency Member Agreement

Rep: \_\_\_\_\_  Onsite Checklist

Verified By: \_\_\_\_\_ Date: \_\_\_\_\_

7. ERN Member agrees that it shall use the Consumer Report for Employment Purpose for its exclusive Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties, not involved in the current employment decision.
8. ERN Member will maintain copies of all written authorizations for minimum of five (5) years from the date of inquiry.
9. ER shall use good faith in attempting to obtain information from sources deemed reliable and, pursuant to applicable State and Federal law, does not guarantee the accuracy or truthfulness of the information, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. ~~In no event shall ER be held liable in any manner whatsoever for any loss or injury to ER Member for obtaining or furnishing such information and further, ER Member agrees to hold ER harmless and indemnify it from any and all claims, losses and damages arising out of alleged liability or failure of ER Members to keep and perform any of its obligations described in this Agreement.~~

\_\_\_\_\_ Initials

10. This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

Entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**FOR: "Employee Relations Network Member"**

**Dated:** \_\_\_\_\_, 2008

**Juan D. Salinas III**  
**Print Name**

**TITLE: Hidalgo County Judge**

**BY: \_\_\_\_\_**  
**SIGNATURE**