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### **HUMAN RESOURCES CONSULTING AGREEMENT**

**AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Client") and The Rivo Consulting Group (hereinafter "Consultant").

**WHEREAS** the client is a business entity within the jurisdiction of The State of Connecticut, and doing business in and about the same, having provided customary means of contact on the last page of this agreement herein. In the conduct of such business, the client desires the following human resources administration service(s) of the consultant in accordance with, for the duration of, and as described in this agreement.

### **Witnesseth:**

**WHEREAS** the client and the consultant have entered into this agreement on the date specified above, the term of which is extended until such date as consultant-remunerated duties have been completed.

**NOW THEREFORE**, the client and the consultant hereby agree that, effective on the above referenced specified date, this agreement is stated in its entirety to read, and indicate service(s) selected, as follows (Check ☒ those services that apply):

<input checked="" type="checkbox"/>	Service	Detail(s) & Duration (if applicable)	Fee
<input type="checkbox"/>	HR Evaluation		
<input type="checkbox"/>	HR Record Keeping Development		
<input type="checkbox"/>	Telephone consultation		
<input type="checkbox"/>	Recruiting		
<input type="checkbox"/>	Employment Application Development		
<input type="checkbox"/>	Policy Statement Development		
<input type="checkbox"/>	Employee Handbook Development		
<input type="checkbox"/>	Employment Contract(s)		

<input type="checkbox"/>	Background Check(s)	See Immediate Subsequent Section	
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

**BACKGROUND CHECKS:**

RCG provides employee background checking and verification services using its local databases and information obtained from Third Parties. Client acknowledges receipt of, and pledges to implement, “*Authorization to Perform Background Check and Release of Liability*” form from employee(s)/candidate(s) for employment. Client hereby subscribes to Services and agrees to pay RCG the applicable rates and charges set forth herein:

Type of Check	Cost (Per Individual)
1. Connecticut Civil & Criminal Active & Disposed Litigation	\$0 for ≤3 Individuals
2. Social Security Number Trace	\$10
3. Credit Report for Employment Purposes	\$35
4. Connecticut Motor Vehicle Violation Search	\$20
5. Nationwide Criminal Data Base Search	\$50
6. Federal Criminal Records Search	\$45
7. National Sex Offender Registry (49 States)	\$20
8. PATRIOT Act and Terror Watch List	\$15
9. Employment Verification	\$20
10. Education Verification	\$20

11. Professional License Verification	\$25
12. I-9 Immigration Status Verification	\$15
13. Eviction Records	\$45
14. Bankruptcies, Liens & Judgments	\$50
<b>STANDARD PACKAGE:</b> Includes #'s 1, 2, 5, 7, 9, 10	\$85
<b>PREMIUM PACKAGE:</b> Includes #'s 1, 2, 5, 6, 7, 8, 9, 10	\$130

RCG will use its best efforts to deliver services in an efficient manner. RCG shall not be responsible for delays or failures in performance resulting from acts beyond the control of RCG.

Unless otherwise indicated, this agreement related to the performance and furnishing of background checks shall be for a term of month to month and shall be extended automatically for additional like terms unless either party submits written notice of termination thirty (30) days prior to the intended date of termination.

Neither RCG nor third parties shall be liable to Client or to any persons claiming through Client or to whom Client may have provided service-related data for any loss or injury arising out of or caused in whole or in part by RCG's or third parties' negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering services or in otherwise performing this Agreement.

Client agrees to protect, indemnify, and hold harmless RCG and all third parties from, and against, any and all costs, claims, demands, losses, and liabilities (including legal fees) arising from or in any way related to use of information by Client obtained from RCG in conjunction with background check data.

The Fair Credit Reporting Act (FCRA) governs the activities of consumer credit reporting agencies, as well as the users of information procured from these agencies. Client agrees to comply with all aspects of the FCRA and any applicable Federal or State Equal Opportunity Employment law or regulation.

RCG assumes no liability for accuracy of reporting information contained in any report as related to the background check(s) of any named subject as information and data provided is/was supplied via public record made available by the respective agency or agencies. **IMPORTANT:** True and accurate identity of individual cannot be guaranteed in the absence of complete date of birth and social security number, valid driver's license and/or other form of government photo ID. Should a business decide to implement the use pre-employment documents NOT prepared by RCG, such business principal assumes all responsibility and liability associated with obtaining adequate authorization from existing and/or potential employees and/or subcontractors related to obtaining data contained in any background report.

RCG cannot be responsible for the record keeping practices of third parties such as, but not limited to; the Department of Motor Vehicles, county, state and federal courts, state repositories, state and regional prisons, local police stations, federal bankruptcy courts, federal civil courts, state medical boards, drug testing facilities and other professional licensing organizations, and other local, state and federal organizations.

## Recitals and Terms:

- I. **CONFIDENTIAL INFORMATION.** The consultant agrees not to disclose, either while in the client's employ or at any time thereafter, to any persons not employed by the client or its parent organization(s), except with written consent by an authorized officer of the board, any confidential information obtained by him while in the employ of the client, including, without limitation, information relating to any member of the client's organization; processes, formulae, plans, devices, compilations of information, research, methods of operation, suppliers, customers, members, client relationships, marketing strategies or other secrets of the client or any subsidiary thereof; provided, however, that this provision shall not preclude consultant from use or disclosure of information known generally to the public or of information not considered confidential by persons engaged in the businesses conducted by the client or any subsidiary thereof, or from disclosure required by law or court order. The consultant also agrees that upon leaving the employ of the client, the consultant will not take, without prior written consent of an authorized officer of the client, and will further surrender to the client any record, list, drawing, specification or other document or property of the client or any subsidiary thereof, together with any copy or reproduction thereof, mechanical, electronic or otherwise, which is of a confidential nature, satisfying the requirements herein, relating to the client or any member or subsidiary thereof, or without limitation, relating to its or their methods of distribution, formulae, plans, devices, compilations of information, research, methods of operation, suppliers, customers, members, client relationships, marketing strategies or other secrets of the client or any subsidiary thereof, which was obtained by him or entrusted to him while in the employ of the client. This section directly relates and includes, but is not limited to, employee recruiting, sale, rental or retention of the client database, and the treatment of client data inconsistent with client procedure or procedures of the client parent organization(s).
- II. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, the client shall indemnify, exculpate, and hold harmless the consultant, its subsidiaries and parent organization(s), from and against any and all claims, demands, actions, causes of action, liabilities, losses, judgments, fines, costs and expenses, arising from or related to the service or status as a consultant with the client. The consultant's obligations under this section shall be in addition to, and not in derogation of, any other rights the client may have against the consultant to indemnification or expenses, whether by statute, contract or otherwise. The consultant agrees to maintain and furnish client, upon request, liability, D&O, business and worker's compensation insurance, the level of which is pursuant to Connecticut Statute.
- III. **LIMITING CONDITIONS.** Consultant's services constitute neither an audit nor a verification of the Client's underlying financial records. Consultant has relied, without independent verification, on the accuracy, completeness, and fairness of all financial and other information that was publicly available or furnished to the consultant by client, their accountant(s) and/or legal counsel. **It is understood that client is not relying on consultant for legal, tax or accounting interpretation.**

**opinion or similar advice.** It is also understood that no principal or employee of the consultant has represented him/herself as an accountant, CPA, Attorney, Enrolled Agent or the like and client is free, and encouraged, to seek the counsel of an attorney or CPA at any time during this agreement or subsequent transaction.

- IV. Payment for services is on a statement system. Payments are due within fifteen (15) days of receipt of statement. Statement balances unpaid as of thirty (30) days following statement date will be declared in default and accrue an administrative re-billing charge of 2% per month.
- A) Failure of client to meet any financial obligation, or establish agreeable arrangement with consultant, within ten (10) calendar days of account becoming delinquent will result in termination of agreement, causing client to become immediately responsible for the balance of any unpaid balance including a retroactive 2% re-billing fee as well as reasonable court, attorney, filing, serving and collection fees.

This Agreement constitutes the entire agreement between Client and RCG with respect to this subject matter. All prior agreements and/or representations, whether oral or written, are superseded hereby.

**In Witness Whereof**, the parties hereto have executed this agreement as of the date first above written:

Client:	_____	Tel. #:	_____
Contact:	_____	Fax #:	_____
Address:	_____	Cell #:	_____
	_____	E-Mail:	_____
	_____	Web:	_____

I hereby certify and further set my signature to this document and pledge I am of legal standing to sign on behalf of the interest(s) of the client named above and also certify my reading and agreeing to the provisions set forth herein and acknowledge receipt of copies of this and any/all related document(s).

<b>Client:</b>	/s/ _____	<b>Consultant:</b>	/s/ _____
Signatory:	_____	Signatory:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____