**BACKGROUND CHECK POLICY**

**PURPOSE**

[EMPLOYER'S NAME] may require applicants and employees to successfully complete a background check. The specific criteria for satisfactory completion will depend on the nature of your job responsibilities, among other considerations. Any information obtained during the background check process will be used exclusively for employment-related purposes.

When obtaining background check information through a consumer reporting agency or making decisions based on such information, [EMPLOYER'S NAME] complies with all applicable legal requirements, including those under the Fair Credit Reporting Act (FCRA). This policy is designed to comply with applicable federal and New Mexico state laws.

**AUTHORIZATION FOR BACKGROUND CHECKS**

If a background check is required, you must complete [EMPLOYER'S NAME]'s authorization form. Failure to provide a timely authorization may result in the termination of [EMPLOYER'S NAME]'s consideration of your application. Providing false or incomplete information may lead to denial of employment or disciplinary action, up to and including termination.

**CONFIDENTIALITY OF BACKGROUND CHECK INFORMATION**

All background check information will be treated as confidential and disclosed only to individuals with a legitimate need to know, as required by applicable law. [EMPLOYER'S NAME] adheres to all relevant federal, state, and local regulations governing the handling and use of background check information.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date