

Form I-9 Processing Instructions

If you are a new employee and your employer has suggested taking your Form I-9 to a notary, to complete Section 2, we can assist you. However, Colorado notaries may not notarize a document that they have signed, or where they are named individually, as a party to the transaction.

For a Form I-9, a Notary can:

1. Notarize the signature in Section 1 OR Section 2 (if the notary's own signature is not one of them)
2. Notarize the signature in Section 1 AND Section 2 (if the notary's own signature is not one of them)
3. Complete Section 2 as an Authorized Representative (Agent) of the Employer, not as a Notary

For options 1 and 2 above, normal notary procedure is used. The Employer or Employee must specify the type of notarial certificate to be attached (acknowledgment, oath or affirmation). The notary may stamp, print or attach the notarial certificate to the document.

For option 3, no notary procedure is used. An Authorized Representative agreement from the Employer is required, preferably on the Employer's letterhead. If this is not available, the Employer can submit an **Authorized Representative Agreement for Form I-9 Services**. The Agreement can be emailed or brought to the appointment by the Employee.

An Authorized Representative agreement is required before we will complete and certify Form I-9, Section 2. No exceptions.

Please Note:

1. Documents presented by Employee must be original documents and not past the expiration date, if any.
2. If E-Verify will be used, the Employee must enter his/her Social Security Number in Section 1 of Form I-9.
3. If E-Verify will be used, any List B document that is presented by the Employee must include a photograph.

AUTHORIZED REPRESENTATIVE AGREEMENT FOR FORM I-9 SERVICES

_____, Employer, hereby authorizes _____, Agent, as our contracted Authorized Representative, solely for the purpose of services for processing Form I-9, Employment Eligibility Verification, for the benefit of _____, Employee. The Employee began, or will begin, employment with Employer on date _____. If E-Verify will be used, the Employee must enter his/her Social Security Number in Section 1 of Form I-9.

1. The Agent is authorized:
 - a. To inspect, review and examine the original documents, forms and instructions presented by the above-named Employee, as required by Form I-9, Employment Eligibility Verification;
 - b. To make and/or verify copies of said documents, forms and instructions, as needed in processing Form I-9;
 - c. If the documents presented appear to be genuine and relate to the above-named Employee, to list the documents presented, complete and sign the Certification in Form I-9, Section 2, Employer Review and Verification, on Employer's behalf, for the benefit of the above-named Employee.
 - d. To include the Employee's starting date of employment, in Form I-9, Section 2, if provided by the Employer or Employee.
 - e. To insert Title as "Authorized Representative", "for" the Employer's name and address, and "by" Authorized Representative's name and address.
 - f. To correct errors by crossing out incorrect information, initialing and dating it, and inserting the correct information
 - g. To attach copies of listed documents to the Form I-9;
 - h. To return the Form I-9, original documents and attached copies to the Employee, to be returned to the Employer.

2. Employer understands that although the Agent, or Agent's principal, may be a commissioned Notary Public, the Agent, or Agent's principal, is not acting in the capacity of a Notary Public for the purposes of this Agreement, and verification of the Employee's documents is not a Notarial Act. The Agent is acting as a private party, and notarization is not required.

3. Employer understands that per the *USCIS Handbook for Employers (M-274)*, Employer is responsible for the Agent's actions and Employer is solely liable for any violations of the employer sanctions laws that may arise. Employer agrees to indemnify, release and hold harmless the Agent for any disputes, costs or damages that may arise under this Agreement.

4. As compensation, Employer agrees to promptly pay Agent for Form I-9 processing services, at the current rate as posted on the Agent's website, subject to change from time to time. Agent may accept payment from Employee, on behalf of Employer. The current rate posted is _____, plus travel charges, if any.

5. A copy of this Agreement, signed by both parties, shall be returned to Employer, and kept on file with the Form I-9 records for the Employee. An electronic copy of this Agreement shall be deemed equivalent to a paper copy.

Agreed and accepted by:

Employer _____

Address: _____

Authorized by: _____ Position/Title: _____

Signature: _____ Date: _____

E-mail: _____ Phone: _____

Agent _____

Address: _____

Authorized by: _____ Position/Title: _____

Signature: _____ Date: _____

E-mail: _____ Phone: _____