



## **DATASCREENING**

### **PRE-EMPLOYMENT SCREENING ACCOUNT CHECK LIST**

**Please complete and fax or email back the following items:**

Step 1: Complete Employee Screening Agreement

Step 2: Complete Product Selection Checklist

Step 3: Complete Customer Application

Step 4: Complete Credit Card & Checking Account Authorization Form

Step 5: Complete Safeguarding Personal Identifying Information Check List

Step 6: Provide a copy of Business License or Certificate of Incorporation

If you should have any questions, feel free to give us a call at:

800-247-2365 x 2

Fax 973-440-1777

[Sales@datascreening.com](mailto:Sales@datascreening.com)

## EMPLOYEE SCREENING AGREEMENT

THIS AGREEMENT is between Data Access, Inc., d/b/a DataScreening ("DS") and \_\_\_\_\_ ("Client"). This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_.

### 1. Services to be provided by DS

A. Upon request and relying upon Client's representations that it has a legitimate purpose for information, DS will provide background checks, verifications and other consumer reports to the Client when available. DS will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

B. Periodically and upon request, DS will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which DS finds helpful in meeting its obligations under the FCRA and other applicable laws. Client acknowledges receipt of the Federal Trade Commission Notice of Consumer's Rights and Notice to Users, which can be obtained at: <http://www.datascreening.com/compliance-forms/>

### 2. Representations of Client when ordering reports

A. Client represents that it is an existing business with the legitimate need for verification and reports offered by DS. Client specifically represents that reports will only be obtained for its own use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Client will request reports for the following permissible purpose only: employment by hire or contract.

B. Client represents that prior to requesting a report for employment purposes, it will:

(i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii) obtain the written consent of the individual allowing the obtaining of the consumer report;

(iii) provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law; and

(iv) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

(v) provide a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by DS, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

(vi) provide after taking adverse action based in whole or in part upon information contained in a report furnished by DS, the Client shall:

(a) provide notice of such action to the individual;

(b) provide the name, address and telephone number of DS; and

(c) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through DS and that DS is unable to provide the individual the specific reasons why the adverse action was taken by you.

(vii) that it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the (“DPPA”) and the various state laws implementing the DPPA in regard to motor vehicle reports.

(viii) Client will maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment of the subject, whichever is longer.

C. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer’s address when notified by the credit bureau that the consumer’s address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

### **3. Compliance with Applicable Law**

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Client and DS to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. DS does not undertake any obligation to advise Client of its legal obligations.

B. DS does not act as legal counsel for Client. Client is responsible for retaining counsel to advise it regarding proper use of consumer reports; compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq (“DPPA”) and other applicable federal, state and local laws; and development of an appropriate screening program for Client’s use of consumer reports.

C. Client agrees to promptly execute and return to DS all documentation required, now or in the future, by any government agency or DS to permit release of information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

D. Client consents to any reasonable request by DS to audit records of the Client in person or by requesting copies of documents and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client. A failure to cooperate with an audit may result in the immediate termination or suspension of service.

#### **4. Fees for Services**

A. DS will charge a fee for each request made by Client, in accordance with DS's current fees schedule. DS reserves the right to change the fees charged upon thirty (30) days notice to Client. Applicable sales or other taxes will be added to all fees. Client understands that DS may incur access charges imposed by courts and other 3<sup>rd</sup> parties which are passed along to Client in addition to fees. These costs are subject to change without notice.

B. Payment on all invoices will be due fifteen (15) days after billing. For any invoice not paid within fifteen (15) days, DS will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2.50. Client agrees to pay DS's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

#### **5. Confidentiality of Information**

A. Information provided by DS to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall supply to DS the name and phone number of the contact person or persons with whom DS may discuss the contents of reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by cross shredding, burning or electronic destruction as required by regulations issued by the Federal Trade Commission.

B. Client acknowledges that it will receive personal identifying information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the information from unauthorized internal or external access. Within 30 days of the execution of this Agreement, Client will outline its protections in regard to the receipt, usage and storage of this information. Client, shall, upon request, advise us of the status of Client's security measures. If Client experiences a breach of security regarding this information or discontinues any security measure, Client shall notify us within 24 business hours of the breach or discontinuance. Within seven (7) business days of such an event, Client shall advise us what steps have been taken to protect the information from the reoccurrence of the breach or to restore protection of the information.

#### **6. Waiver and Release**

A. Client acknowledges that DS relies totally on the information furnished by others. DS also relies on the information contained in the records of various governmental agencies for other reports. DS is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against DS for any inaccurate or false information included in any report unless DS had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B. Client may request from time to time third party verification services which DS shall provide. Client understands that this information is provided by third party service providers and has been provided to them by certain employers. While all parties take care in

providing accurate information, neither DS, Equifax, Vendor, Supplier or Talx can guaranty the information. The client agrees to hold harmless DS, Equifax, Vendor, Supplier or Talx for any omission or error made in providing these services.

C. Client agrees to hold DS harmless and will indemnify DS from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. DS agrees to hold Client harmless for all claims and losses arising from DS's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

D. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

## **7. Misuse of Information**

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to DS the reason for a report or requests a report for an impermissible purpose, DS may terminate service without notice in addition to other remedies available to DS. Client understands that its misuse of or improper request for information may have a direct impact upon DS and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

## **8. Non-Disclosure**

Neither party shall, during the term of this Agreement, and any extension thereof and for reasonable time thereafter disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information". The purpose of this section, "Confidential Information" shall mean all the party's prospect list, client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from: a) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; b) the use or disclosure of any Confidential Information that becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such information; or c)

the use or disclosure of any Confidential Information that was developed independently by the receiving party, or d) the disclosure of the Confidential Information is required by law or legal process.

## **9. Termination of Agreement**

A. Client may terminate this Agreement at any time upon sixty (60) days written notice to DS. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.

B. DS may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, DS may, immediately and without notice terminate or suspend this Service Agreement:

- (i) Default in payment of charges for DS Services;
- (ii) Misuse of information contained in a DS report;
- (iii) Improper request for information;
- (iv) Failure of Client to comply with or assist DS in complying with the FCRA or any other applicable law;
- (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client.
- (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

## **10. Notice of Change in Client's Business**

Client shall immediately notify DS of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

## **11. Miscellaneous Provisions**

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses, street and e-mail, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and DS and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of New Jersey by DS. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of New Jersey without reference to its conflict of laws.

E. DS may make changes to the software or methods used to provide service to Client and Client must make any necessary changes to maintain working connection to the service at Client's sole cost.

**12. Force Majeure**

DS is not responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications or acts of God.

Data Access, Inc. d/b/a  
DataScreening  
("DS")

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kimberly Amicucci  
Print Name

\_\_\_\_\_  
Print Name

Title: V.P

Title: \_\_\_\_\_

Address: 999 McBride Avenue

Address: \_\_\_\_\_

Suite C205

\_\_\_\_\_

Woodland Park, NJ 07424

\_\_\_\_\_



**PRODUCT SELECTION CHECKLIST**

**Please select the products/services you would like to order.**

**Package Options:**

- Basic Criminal Package; Social Security Search, County Criminal for 7 years of previous address, National Instant Criminal (includes Terrorist Database and Sex Offender Registry)
- Extended Criminal Package; Social Security Search, County & Federal Criminal for 7 years of previous address, National Instant Criminal (includes Terrorist Database and Sex Offender Registry)
- Basic Criminal & Employment; Social Security Search, County Criminal for 7 years of previous address, National Instant Criminal (includes Terrorist Database and Sex Offender Registry), Employment Verifications of last 2 employers

**Add-on or a la carte options**

**Investigative Searches:**

Search location:	Residence	Work	School
Search Length:	Current	7 years	10 years

- Social Security Search
- County Criminal (not necessary if ordering physical statewide criminal)
- Physical Statewide Criminal (Not offered in all states, where unavailable counties will be run.)
- Federal Criminal-Statewide
- National Instant Criminal-includes OFAC and Sex Offender Registry (Must be ordered along with physical criminal search)
- State Instant Criminal-includes Sex Offender Registry (not necessary if ordering national instant criminal) (Must be ordered along with physical criminal search)
- International Criminal
- Civil-County
- Civil-Federal

**Verifications:**

- Military Verification
- Professional License Verification
- Employment Verification, How far back? Current Last two 5 years 7 years
- Education Verification, How far back? Highest Degree All Education
- Personal Reference Verification How Many? \_\_\_\_\_
- Professional Reference Verification, How many? \_\_\_\_\_
- International Employment International Education

**Other Services:**

- Credit Report
- Driving Record
- FFIEC
- Worker's Comp
- Form I-9
- Global Sanctions List
- OIG/GSA
- Federal Federal + 50 states
- Drug Screening Urine Hair What Panel? \_\_\_\_\_
- Occupational Testing-Physical, EKG, etc.: Testing Required \_\_\_\_\_
- Other \_\_\_\_\_

Occasionally we are asked by prospective clients to provide references, can we list your company as a reference? Yes No

How many reports do you anticipate ordering each month? \_\_\_\_\_

How many employees do you currently have? \_\_\_\_\_



## Customer Application

999 McBride Avenue, Suite C205  
Woodland Park, NJ 07424  
Phone (800) 247-2365  
Fax (973) 440-1777

Date: \_\_\_\_\_

Please furnish the following information and references and complete all questions:

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Area Code/Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Type of Organization \_\_\_\_\_ Employers Tax ID # \_\_\_\_\_

Nature of Business \_\_\_\_\_

Date Incorporated \_\_\_\_\_

**Principals or Officers:**

(1) \_\_\_\_\_ Title \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_

**Bank Information:**

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Account # \_\_\_\_\_

**Credit References:** 1. \_\_\_\_\_ Phone \_\_\_\_\_ Acct # \_\_\_\_\_

(Vendors)

2. \_\_\_\_\_ Phone \_\_\_\_\_ Acct # \_\_\_\_\_

3. \_\_\_\_\_ Phone \_\_\_\_\_ Acct # \_\_\_\_\_

I \_\_\_\_\_ authorize our creditors to release information to  
DataScreening. (Must be signed by authorized signer on Checking Account)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

e-mail Address \_\_\_\_\_



**CREDIT CARD BILLING & CHECKING ACCOUNT AUTHORIZATION FORM**

**Payment Options**

- Credit Card at time of order (only complete credit card info below)
- Credit Card at end of month (complete both credit card and checking account info below)
- Invoice at end of month (complete both credit card and checking account info below)

**Credit Card Information**

Name on Credit Card: \_\_\_\_\_  
Your Business Name: \_\_\_\_\_  
Billing Address of credit card: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
e-mail Address: \_\_\_\_\_  
Credit card #: \_\_\_\_\_  
Type of Credit Card: MC \_\_\_\_\_ Visa \_\_\_\_\_ Amex \_\_\_\_\_  
Expiration date: \_\_\_\_\_ CVV # 3 digit for Visa & 4 digit for Amex: \_\_\_\_\_  
Billing Telephone #: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**Checking Account Information**

Name of Bank: \_\_\_\_\_  
Address of Bank: \_\_\_\_\_  
Bank Routing Number: \_\_\_\_\_  
(this is the first string of numbers on your check)  
Bank Account Number: \_\_\_\_\_

I, \_\_\_\_\_, authorize DataScreening to charge my credit card or deduct from my checking account any monies that may be due, if not paid within 30days.

Signature: \_\_\_\_\_  
(Must be signed by authorized signer on Checking Account)

**Invoice Policy**

- We invoice once per month
- Discrepancies must be brought to our attention within 30 days
- Terms are net 15
- Finance charges are assessed at 30 days past and more (1.5% per Mo. \$2.50 Minimum Chrg.)
- A courtesy warning is given at 30+ days past due
- System access shuts down at 45 days and accounts are turned over to collection
- A \$25.00 reactivation fee will be added to all accounts that have experienced an interruption of service, due to lack of payment

Please remit all payments to:  
DataScreening  
999 McBride Ave., Suite C205, Woodland Park, NJ 07424  
Accounting Contact: Karen Jacobsen 800-247-2365 x 210



**SAFEGUARDING PERSONAL IDENTIFYING INFORMATION CHECKLIST**

In this information age, we have to be aware of the potential of unauthorized attempts to obtain **Personal Identifying Information (“PII”)** from any and all sources. The Federal Trade Commission emphasizes that companies like ours and our customers must be alert to this danger and take reasonable steps to safeguard PII. To meet our obligations, enclosed is a short questionnaire regarding your policies and procedures regarding the safeguarding of PII that we have provided to you. Information technology security is a complicated subject and our questionnaire is intended to address the features involved in an information security program that our customers should have in place. We encourage you to engage the appropriate experts to advise you in regard to creating and implementing a comprehensive information security program. We are not experts in this area, and we are not in the business of creating and monitoring such policies and systems, but we need some assurance for you that a reasonable level of protection is in place.

Dishonest people cannot only hack computer systems, but obtain PII left in trash bins, on desks, view PII when left on a monitor screen, etc. Every employee must be sensitive to these issues. If the PII was yours, you would want it protected.

Please fill out the questionnaire and return it to us. You will be requested to update us each year and immediately if you have a security breach. We will provide to you the form for the annual review. We believe that you will agree that the questionnaire contains common sense points regarding the protection of personal information.

If you have any questions, please contact: DataScreening at 800-247-2365. Thank you for your cooperation.

**INFORMATION SECURITY CHECKLIST**

You must provide our company with the following information regarding the security of personal identifying information (“PII”) that is furnished to you by DataScreening pursuant to the Fair Credit Reporting Act.

**Physical Security**

	Yes	No	N/A
1. Are your facilities where PII is kept locked or guarded after hours to prevent unauthorized access?	___	___	
2. Is PII, if downloaded to hardcopy, stored in dedicated or personnel files separate from other business records?	___	___	___
3. Is PII, if downloaded to hardcopy, stored in locked cabinets, closets, etc. after normal business hours?	___	___	___
4. Is PII, if downloaded to hardcopy, left at places where unauthorized parties may view it?	___	___	___
5. Is your facility protected by a security system or guards?	___	___	___

- |   |     |     |     |
|---|-----|-----|-----|
| 6. If you have a security system, is it monitored by a control center or police department?   | ___ | ___ | ___ |
| 7. Do you keep track of keys and/or codes necessary to enter your office where PII is kept?   | ___ | ___ |     |
| 8. Do any employees have access to PII at home or remote locations.<br>If so, what steps are taken to keep the PII secure at such places: _____ | ___ | ___ |     |
- 

**Personnel**

- |  | Yes | No  |
|--|-----|-----|
| 1. Do you perform a background check on your employees who will have access to PII to discover criminal records, and to verify employment and education? | ___ | ___ |
| 2. When an employee, who had access to keys or codes to enter your office where PII is kept leaves, do you change your locks and/or codes?               | ___ | ___ |
| 3. Do you train your employees on maintaining the security of PII and reports we supply to you?<br>If so, how often? _____                               | ___ | ___ |
| 4. Is access to PII restricted to those employees who need the information?  | ___ | ___ |

**Contractors**

- |   | Yes | No  |
|---|-----|-----|
| 1. Do you contract with third parties to maintain your information system?  | ___ | ___ |
| 2. If yes, have you satisfied yourself that the contractor has policies and procedures in place to protect PII from unauthorized access that is in your system? | ___ | ___ |
| 3. If yes, to No. 1, are the employees of the contractor who will have access to PII screened for criminal records?   | ___ | ___ |

**Electronic Security**

- |  | Yes | No  |
|--|-----|-----|
| 1. Does your computer system require the use of passwords to | ___ | ___ |

access PII.

- |   |     |     |
|---|-----|-----|
| 2. Does your password require a combination of letters, numbers and/or symbols?                       | ___ | ___ |
| 3. Does your system require periodic changes in passwords?  | ___ | ___ |
| 4. Do you allow employees to share passwords?   | ___ | ___ |
| 5. Are passwords of former employees who had access to PII promptly deleted as they leave employment? | ___ | ___ |
| 6. Do you maintain firewall protection to preclude unauthorized access by third parties?              | ___ | ___ |
| 7. Do you upgrade and install security patches when notified and as needed?                           | ___ | ___ |
| 8. Do you maintain antivirus software to protect from malicious software attacks?                     | ___ | ___ |
| 9. Is your computer system monitored to determine that it is working properly.                        | ___ | ___ |

**Security Integrity**

- |   | Yes | No  |
|---|-----|-----|
| 1. Have you had any security breaches, i.e., unauthorized access by those within or without your company?     | ___ | ___ |
| 2. If yes, what steps have you taken to prevent future security breaches?<br>Explain: _____<br>_____<br>_____ |     |     |

The undersigned has knowledge of the above information and attests that it is correct to the best of his/her knowledge.

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_