

## **Agency Service Agreement**

### **Definitions**

**B2B** – Business-to-Business web-based software application

**End User** – Authorized Service Provider of Client who actually utilizes the VERiFYI Applicant screening system

**Applicant** – Individual seeking employment or volunteer position

### **Parties to the Agreement**

**Service Provider:** VolunteerNow d.b.a. VERiFYI located at 2800 Live Oak, Dallas, Texas 75204 herein known as Service Provider.

**Client:**

### **Recitals**

**Service Provider** provides background verification services on behalf of companies, tax supported entities, churches and nonprofit agencies. Service Provider utilizes a B2B Internet, web-based, automated background verification software application used specifically for providing background information pertaining to individual subjects. The VERiFYI B2B web-based automated background verification software system compiles a consortium of individual public records and Texas Department of Public Safety records into a summary report that is intended to serve as a method for verifying background information. The VERiFYI software system provides the Client/End User with a combination of the following public records based on the client/end user individual criteria and individual requests: Social Security Number Verification (When Client has established Credit) National Criminal Records; Last Known Employment Information; Last Known Addresses; criminal background information from the Texas Department of Public Safety if qualified. The VERiFYI software system assimilates any combination of the aforementioned public and DPS records and provides information provided into a single reporting format.

**Client** hires employees and/or uses volunteers for designated purposes established by said client.

### **Agreement**

Subject to the terms and conditions of this agreement, Service Provider agrees to permit Client with access to the VERiFYI web-based online automated employment verification system for the explicit purpose of evaluating background of applicant for employment or volunteer purposes. The VERiFYI system includes the following services:

(a) **Credit Reports**

- (i) By signing this agreement, Client acknowledges receipt, in whole or in part, of the Fair Credit Reporting Act herein known as FCRA and agrees to train, and monitor end users and remain in full compliance of the entire said Act at all times.

**In Part - Permissible Purpose is defined in Section 604 of the Fair Credit Reporting Act (FCRA).**

- (1) In general, and limited only to our available services, Subject to subsection (c) any consumer reporting agency may furnish a consumer report under the following circumstances and no other:

(a) To a person which it has reason to believe

(b) Intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or

(c) Intends to use the information for employment or volunteer purposes.

- No End User may access a Consumer Credit Report without an applicant authorization signature on file.
- All agencies reselling consumer credit reports are required to meet audit regulations pertaining to the usage of said reports.
- End User may not share any information contained within a consumer credit report with anyone unauthorized to receive said information, including the Applicant.

- (2) By signing this agreement Client agrees to comply with consumer credit reporting audit policies as set forth by Service Provider.

#### **Covenants of Client**

**Client** agrees to provide Service Provider with applicant information required to operate the background verification system.

**Client** agrees to maintain broadband connections and personal computer equipment necessary to facilitate the VERIFYI system.

**Client** agrees to issue and maintain the security of End User login identification access codes.

**Client** agrees to pay all Compensation and/or fees for services rendered by Service Provider as set forth within the terms and conditions as set forth in this agreement.

**Client** agrees to initiate the background verification system on those Applicants who have signed the authorization/waiver/indemnity for this process.

**Client** shall maintain custody of the consent form and shall retain the Applicant consent form for three years following the date of requesting the background verification.

**Client** shall immediately notify VERIFYI if an internal grievance is filed by an Applicant because of incorrect information or other reasons related to DPS criminal histories.

**Client** agrees to submit to an inspection, audit, or review of all records and procedures relating to this process.

#### **Covenants of Service Provider**

Pursuant to the terms and conditions contained within this agreement being met:

**Service Provider** agrees to provide unencumbered access and use of the VERIFYI web site and VERIFYI automated background verification system.

**Service Provider** agrees to continually upgrade and modify the background verification system standards, and to meet compliance regulations as set forth within The Fair Credit Reporting Act.

**Service Provider** agrees to provide complete Client/End User training and support relating to use of the VERIFYI automated background verification software system.

**Service Provider** agrees to provide Client/End User technical support relating to VERIFYI background verification software system operability issues.

**Service Provider** agrees to accept, process, and return completed background verification results to the Client at no additional charge in the event that Service Provider or Client experiences temporary Internet connectivity loss or temporary computer system failure.

#### **Term**

**Client** may cancel at anytime with 30-day written notice.

#### **Compensation**

**Client** agrees to pay Service Provider a fee of \$11.95 for services as outlined Recitals above. Invoices older than 30 days are subject to 1% monthly late fee.

#### **Indemnification**

- (a) The Client hereby agrees that it will indemnify and hold VERIFYI harmless from and all loss, liability, costs (including reasonable attorneys' fees), expenses, judgments, damages, claims, and demands of every kind and character, which VERIFYI has suffered or may suffer resulting directly, indirectly, proximately or otherwise, from the criminal background check process as performed for the Client. This indemnification shall include, but not be limited to, a claim or asserted claim by any Applicant or any other person, firm, or entity for any damage claim, loss, expense or liability for damage to or loss which is caused by, attributable to or occurs in connection with criminal background checks for the Client regardless of the fault and regardless of whether such loss occurs as a result of either acts, omissions, or negligence of the Client and its employees, Service Providers, servants and invitees. **This indemnification does not include any negligence on the part of VERIFYI.** The Client acknowledges that the Volunteer Centers are performing the services there under pursuant to statutory authorization and as a public service and owes no duty to the Client in performing its role under the terms of this Agreement. Notwithstanding the above stated, Service Provider shall not be liable to Client under this section if alleged losses result from acts

or omissions by Client or of a third party who provided information to Service Provider in the exercise of its ordinary business practice.

- (b) Service Provider shall indemnify, defend and hold harmless Client from losses resulting from background verifications as related to legal compliance of the U.S. Fair Credit Act.

### **Confidentiality and Non-Disclosure**

**Service Provider and Client** mutually agree that all organizational information, including but not limited to, customer lists, applicant information, marketing information, pricing information, trade secrets, and any and all correspondence of any method including verbal communication, mail, facsimile, or electronic between said parties, is privileged and confidential and shall not be copied, distributed, or shared with any person or agency not covered in this agreement.

The Client shall treat all criminal history information as confidential, and shall limit the number of people who have access to Applicant criminal history information to only those individuals who have received VERIFYI training.

Documentation of criminal conviction histories requested by the Client shall be received from VERIFYI by authorized and trained personnel from each Agency site and cannot be received by any other Agency personnel.

The Client agrees to immediately destroy with a shredder all records pertaining to said criminal background checks once a final decision has been made regarding an Applicant. Client must destroy the criminal history inquiry response within five days of making a decision of each applicant's suitability for placement as a volunteer or employee, but in no case later than 30 days after having received the criminal history inquiry response from the VERIFYI. The Client agrees to keep the criminal records in a secure, locked storage drawer until such time as the records are destroyed.

The Client hereby agrees that under no circumstances shall the Client allow the Applicant to keep or photocopy his or her criminal history record transcript, under no circumstances will the Client record in any way the information contained in the criminal history record transcript.

### **Miscellaneous**

#### ***Waiver***

The waiver of a breach or violation of any Covenant or Condition of this agreement shall not be construed to be a waiver of any subsequent Covenant or Condition of this agreement.

#### ***Governing Law***

This agreement shall be interpreted, construed and governed according to the laws of the State of Texas.

#### ***Severability***

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement

#### ***Notices***

All notices, requests, and demands given to or made by the Parties shall be submitted in writing and delivered via certified mail or via certifiable electronic correspondence.

#### ***Entirety and Modification***

This agreement and any Exhibits or Attachments constitute the entire Agreement between parties. Any and all changes or modifications to this Agreement must be in writing. Oral modification including oral modifications to any provision of this agreement is not valid or enforceable.

**Service Provider and Client** hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner hereby agree to resolve legal matters first through a mediation process and if a mediation process does not resolve the issues both parties agree to arbitration and such forum shall be in the State of Texas.

**In witness hereof, the Parties hereto have executed this Agreement on the date first set forth above.**

**Party:** \_\_\_\_\_

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

**Representative:** \_\_\_\_\_

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

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

**Party:** VERIFYI \_\_\_\_\_

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

**Representative:** \_\_\_\_\_

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

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