

VERIQUEST SCREENING SOLUTIONS APPLICATION FOR SERVICES

EMPLOYMENT SCREENING

Name of Business			Telephone Number ()	
Physical Address of Business (PO Box and Private Mail Box are NOT acceptable)			Fax Number ()	
City	State	Zip	Web Site Address	
Mailing Address, if different			E-Mail Address	
City	State	Zip	FEIN (or SSN if Sole Proprietorship)	
Primary Purpose of Business:		In Business Since: _____	Number of Employees:	Is Business Home-Based?
Purpose for obtaining credit information: (Please specify)				

Billing Contact / Address

Check if same as physical

Contact: _____ E-mail Address: _____
 Street _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Executive or Managerial Contact *(Manager responsible for the administration of background check)*

Check if same as physical

Contact: _____ E-mail Address: _____
 Street _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Screening Administrator Contact *(Responsible for placing background check orders/retrieving results)*

Check if same as physical

Contact: _____ E-mail Address: _____
 Street _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Other Authorized Users of Screening Service:

Name	Position	Contact Number	Email Address

The information submitted on this application will be used to determine eligibility for accessing information provided by VeriQuest Screening Solutions and must be supplied in its entirety.

BUSINESS IDENTITY VERIFICATION

Please check the box that best describes the legal type of your business.

Corporation <input type="checkbox"/>	LLC <input type="checkbox"/>	LLP <input type="checkbox"/>	General Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>
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Please provide the following documentation and fax it with your application to 585-394-1388.

1. A copy of the documentation issued by or on file with the government entity that issued your professional license, articles of incorporation, LLC filing, Trade name or assumed name filing, business license or other relevant documentation.
2. Provide copy of most recent business telephone bill with company name and address; or copy of Yellow Pages advertisement or copy of business listing on an Internet page from a telephone company.
3. Additional documentation may be requested depending on the type of business or if residence based.

Provide two business references:

1) Business: _____

Address: _____

Contact Name: _____ Business Telephone: _____

2) Business: _____

Address: _____

Contact Name: _____ Business Telephone: _____

Bank reference must be provided by all customers requesting invoicing.

Bank Name	Bank Address	
Telephone Number ()	Fax Number ()	Account Type

As part of your application for services, we may be required to verify credit information, business references and a bank reference on your company. We are required to verify the legitimacy of all businesses requesting a consumer credit report and ensure that all End Users are in compliance with the Fair Credit Reporting Act.

This information is submitted for the sole purpose of establishing service with VeriQuest Screening Solutions a Consumer Reporting Agency. I hereby certify that the information provided above is true and correct.

Authorized Signature

Title

Date

ACCESS SECURITY REQUIREMENTS

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

- Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility.
- Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number and password “hidden” or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique log-on passwords.
- Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
- The ability to obtain credit information must be restricted to a few key personnel.
- Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.
- Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.
- Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.
- Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations(s).
- Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).
- Software cannot be copied. Software is issued explicitly to you solely to access reports for permissible purposes.
- Your employees will be forbidden to attempt to obtain credit reports on themselves, associates or any other persons, except in the exercise of their official duties.

Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the Investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 36 months.)

I AGREE TO COMPLY WITH THE ACCESS SECURITY REQUIREMENTS NOTED HEREIN AND CERTIFY THAT I AM AUTHORIZED BY THE COMPANY TO AGREE TO THESE ITEMS HEREIN ON ITS BEHALF.

Agreed to by: _____ Title: _____
(Please print name)

You/Employer/Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date (MM/DD/YYYY): _____

AGREEMENT & CERTIFICATION FOR EMPLOYMENT SCREENING SERVICES

This Agreement is made by and between Subscriber and VeriQuest Screening Solutions (consumer reporting agency), subject to the following terms and conditions:

1. **SERVICES PROVIDED:** VeriQuest Screening Solutions agrees to furnish to Subscriber personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, workers' compensation claim history and other background information ("consumer report") on job applicants/employees, as requested by the Subscriber. VeriQuest Screening Solutions will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, VeriQuest Screening Solutions shall have no obligation or liability to Subscriber for any delay or failure to deliver consumer reports caused by the parties providing data or information to VeriQuest Screening Solutions, or by any other third-party. VeriQuest Screening Solutions is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing pre-employment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.
2. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by VeriQuest Screening Solutions is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of VeriQuest Screening Solutions. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Subscriber waives any and all claim or claims against VeriQuest Screening Solutions arising out of or related to the accuracy of the consumer report, databases and records.
3. **PAYMENT REQUIREMENTS/COLLECTION:** Subscriber agrees to pay VeriQuest Screening Solutions the applicable charges for the various services rendered to Subscriber as specified in VeriQuest Screening Solutions's employment screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges due upon receipt of the information or consumer report requested or invoice if billed monthly. However, all monetary obligations to VeriQuest Screening Solutions for services rendered which are past due thirty days or more may, at the election of VeriQuest Screening Solutions, bear interest at the rate of 1.5% per month for any amounts outstanding. In the event that legal action is necessary to obtain the payment of any monetary obligations to VeriQuest Screening Solutions, the Subscriber shall be liable to VeriQuest Screening Solutions for all costs and reasonable attorneys' fees incurred by VeriQuest Screening Solutions in collection of such obligations.
4. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report. Unless requested by a client or by government regulation we will provide the criminal records for a minimum of seven years. VeriQuest Screening Solutions urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq, and the text of this Act is available on VeriQuest Screening Solutions's web page. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

- **Employment Purposes:** By signing this document, Subscriber certifies that it is requesting VeriQuest Screening Solutions to provide screening services only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes.
 - **Applicant's Authorization Obtained:** By signing this document, Subscriber certifies that prior to requesting VeriQuest Screening Solutions to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes. A standard disclosure and authorization form is available from VeriQuest Screening Solutions for these purposes.
 - **Pre-Adverse Action:** By signing this document, Subscriber certifies that before taking adverse action (e.g., refusing to hire or promote an applicant/employee), based in whole or part on information contained in the consumer report, it will first:
 1. Provide the applicant/employee with a copy of the consumer report;
 2. Provide the applicant/employee with a copy of the Consumer Rights, in the format approved by the Federal Trade Commission (A copy of this Consumer Rights form may be obtained from VeriQuest Screening Solutions); and
 3. Provide the applicant with ample time to dispute any information contained in the consumer report.
 - **Adverse Action:** By signing this document, Subscriber certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Subscriber will send the applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based on the information contained in the consumer report.
 - **Confidentiality and Use of Information:** By signing this document, Subscriber certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Subscriber agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws.
 - **Indemnification/Hold harmless:** By signing this document, Subscriber acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Subscriber agrees that it will comply with all such requirements, and Subscriber agrees that it shall defend, indemnify and hold VeriQuest Screening Solutions, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA. Subscriber further agrees that it shall defend, indemnify and hold VeriQuest Screening Solutions, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.
5. **ATTORNEYS FEES AND COSTS:** In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
7. **WAIVER:** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any

breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

8. **SUCCESSORS:** This Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.
9. **CANCELLATION:** you can cancel the account with VeriQuest Screening Solutions by sending notification in writing two weeks in advance. However, your company is obligated and must adhere to the FCRA despite cancellation. VeriQuest Screening Solutions recommends that all Disclosure and Release forms must be kept on file in a secure location for a period of at least three years.

I understand that a violation of this service agreement, the Fair Credit Reporting Act or any state laws will at a minimum result in the termination of this account. A fax copy of this signature will act as the original.

The subscriber hereby has read and agreed to the terms and conditions of this agreement.

The subscriber has executed this Agreement on this the _____ day of _____, 20____, intending to be legally bound thereby.

Company Name

http://www._____
Web Address

Full Address

City

State

Zip

Print Your Name

(_____)_____
Phone Number

(_____)_____
Fax Number

Signature

E-mail Address

