

VIEWPOINT SCREENING SERVICE AGREEMENT

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

1. **SERVICES PROVIDED:** Viewpoint Screening agrees to furnish to Client 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 Client. Viewpoint Screening will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, Viewpoint Screening shall have no obligation or liability to Client for any delay or failure to deliver consumer reports caused by the parties providing data or information to Viewpoint Screening, or by any other third-party. Viewpoint Screening 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 Viewpoint Screening 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 Viewpoint Screening. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Client waives any and all claim or claims against Viewpoint Screening arising out of or related to the accuracy of the consumer report, databases and records.
 3. **PAYMENT REQUIREMENTS/COLLECTION:** Client agrees to pay all bills for services according to the rate schedule in effect at the time such services are rendered, within thirty days from the date of invoice and a one and one half percent (1 1/2%) per month late charge for payments made past that date. In the event of nonpayment after 90 days, the undersigned agrees to pay the balance of all bills immediately. In the event that legal action is necessary to obtain the payment of any monetary obligations to Viewpoint Screening, the Client shall be liable to Viewpoint Screening for all costs and reasonable attorneys' fees incurred by Viewpoint Screening in collection of such obligations. Viewpoint Screening has the right to change the payment period according to the client's credit rating (score) and financial status.
 4. **CLIENT'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. Viewpoint Screening 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 Viewpoint Screening'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, Client certifies that it is requesting Viewpoint Screening 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, Client certifies that prior to requesting Viewpoint Screening 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

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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 Viewpoint Screening for these purposes.

- ◆ **Pre-Adverse Action:** By signing this document, Client 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 Viewpoint Screening); and
 3. Provide the applicant with ample time to dispute any information contained in the consumer report.
 - ◆ **Adverse Action:** By signing this document, Client 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 Client will send the applicant a follow-up notification that the Client 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, Client certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Client 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, Client acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Client agrees that it will comply with all such requirements, and Client agrees that it shall defend, indemnify and hold Viewpoint Screening, 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 Client’s failure to comply with the requirements of the FCRA. Client further agrees that it shall defend, indemnify and hold Viewpoint Screening, 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 North Carolina.
 7. **SUCCESSORS:** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

VIEWPOINT **VP** SCREENING SERVICE AGREEMENT

COMPANY INFORMATION

company name

dba

address

city

state

zip

ONLINE USER INFORMATION

primary contact

title

(_____) _____ - _____

phone ext.

(_____) _____ - _____

fax

email address

additional contact

title

(_____) _____ - _____

phone ext.

(_____) _____ - _____

fax

email address

BILLING INFORMATION

billing contact

title

(_____) _____ - _____

phone ext.

(_____) _____ - _____

fax

email address

billing address

city

state

zip

signature

date

Please complete and fax to 888-516-2444