



## SERVICE AGREEMENT FOR EMPLOYMENT SCREENING SERVICES

This Agreement is made by and between \_\_\_\_\_ (Subscriber) and ACUTRAQ. Subscriber employs ACUTRAQ herein for a beginning period of twelve months and this agreement automatically renews for additional twelve-month periods thereafter. This agreement may be terminated at any time on fifteen (15) days written notice or immediately if this contract has been violated.

The Subscriber's type of business is \_\_\_\_\_

Terms and conditions of this contract are subject to the following:

1. **SERVICES PROVIDED:** ACUTRAQ agrees to furnish to Subscriber personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, and other background information ("consumer report") on job applicants/employees, as requested by the Subscriber. ACUTRAQ will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, ACUTRAQ 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 ACUTRAQ, or by any other third-party. ACUTRAQ 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:** Resident rental histories, credit reports, criminal background, sex offender, and/or other information provided is based on other third party sources and/or court records. ACUTRAQ does not warrant or represent that the results provided will be 100% accurate and up to date. ACUTRAQ does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any search inquiry processed through our service.

No warranty, express or implied, exists that the person who is the subject of the inquiry is in fact the same person that may be found in the records. The Subscriber must make positive identification. Further, ACUTRAQ shall not be liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information. ACUTRAQ shall not be held responsible or liable for any delays in or failure or suspension of service caused by mechanical or power failures, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, weather, earthquakes, floods or other causes beyond the control of ACUTRAQ. ACUTRAQ has access to consumer reports from one or more consumer credit reporting agencies.

**Limitation of Liability.** IN NO EVENT SHALL ACUTRAQ, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS ("ACUTRAQ") BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, USE, OR PROFITS, TORTS INVOLVING PRIVACY, ETC.), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT ACUTRAQ HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

3. **SUBSCRIBER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (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. FCRA requires the following steps to be adhered to and 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. ACUTRAQ 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 ACUTRAQ's web page.
  - **Employment Screening / Volunteer Screening:** Subscriber shall use the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the consumer for the limited purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee.
  - **Applicant's Authorization Obtained:** Subscriber certifies that prior to requesting ACUTRAQ 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/employee to

obtain a consumer report for employment purposes. A standard disclosure and authorization form is available from ACUTRAQ for these purposes. Subscriber further certifies that information from the Consumer Report for Employment purposes will not be used in violation of any applicable federal or state equal opportunity laws or regulations.

- **Pre-Adverse Action:** 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 ACUTRAQ)
    3. Provide the applicant with ample time to dispute any information contained in the consumer report
  - **Adverse Action:** 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 in part or in whole on the information contained in the consumer report.
  - **Confidentiality and Use of Information:** 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. Subscriber agrees to maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
  - **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 ACUTRAQ, 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 ACUTRAQ, 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.
4. **PAYMENT REQUIREMENTS/COLLECTION:** Subscriber agrees to pay ACUTRAQ the applicable charges for the various services rendered to Subscriber as specified in ACUTRAQ’s employment screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges within thirty (30) days of receipt of the information or consumer report requested. However, all monetary obligations to ACUTRAQ for services rendered which are past due fifteen days or more may, at the election of ACUTRAQ, be charged a \$15 per month late fee. In the event that legal action is necessary to obtain the payment of any monetary obligations to ACUTRAQ, the Subscriber shall be liable to ACUTRAQ for all costs and reasonable attorneys’ fees incurred by ACUTRAQ in collection of such obligations. ACUTRAQ has the right to change the payment period according to the client’s credit rating (score) and financial status.
5. **COMPLIANCE WITH LAWS:** This agreement is governed by the laws of the State of Arkansas and shall inure to and is binding upon the successors and assigns of ACUTRAQ and the heirs, executors and assigns of the Subscriber. In the event Subscriber violates the terms of this agreement, Subscriber agrees to pay all costs for steps taken by ACUTRAQ, whether by lawsuit or otherwise, to defend, preserve, or enforce the rights under this agreement. All rights and duties of Subscriber and ACUTRAQ, arising from services performed or agreed to be performed by ACUTRAQ, shall be determined under the internal laws of the Federal Government and State of Arkansas, County and City. Subscriber shall be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder.
6. **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.
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: Subscriber may cancel the account with ACUTRAQ by sending notification in writing fifteen (15) days in advance. However, the company herein is obligated and must adhere to the FCRA despite cancellation. FCRA requires that all Disclosure and Release forms must be kept on file in a secure location for a period of at least five (5) years.

**The subscriber hereby has read, acknowledges and agrees 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.**

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_

\_\_\_\_\_  
Company Name Doing Business As

\_\_\_\_\_  
Full Address City State ZIP

\_\_\_\_\_  
Print Your Name ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fax Number Federal Tax ID # or Social Security # of Owner

\_\_\_\_\_  
\*Signature\* E-mail Address

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Main Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Physical Address:

\_\_\_\_\_  
Street City State Zip

Billing Address (if different): \_\_\_\_\_  
Street/PO Box City State Zip

\_\_\_\_\_  
Web Address Nature of Business

\_\_\_\_\_  
email address Number of Employees

**Unless otherwise directed, billing invoices will be emailed to the above email address.**

**ACUTRAQ MEMBER SERVICE AGREEMENT**

1650 MADISON 4425, COMBS, AR 72721

PHONE 479-677-3355

FAX 479-677-3118

Email: [acutraq@windstream.net](mailto:acutraq@windstream.net)

Web Address: [acutraq.com](http://acutraq.com)

Company Name: \_\_\_\_\_ Doing Business As \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title \_\_\_\_\_

Company Phone \_\_\_\_\_, Fax \_\_\_\_\_ Cell Phone \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street City ST Zip

Billing Address if different: \_\_\_\_\_  
Street City ST Zip

Email Address; \_\_\_\_\_ Web Site \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_ # Units: \_\_\_\_\_

**Complete for Sole Proprietor or Partnership (Circle which): Signature authorizes ACUTRAQ to pull a credit report.**

(1) Owner Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_  
Street City State County Zip

Social Security #: \_\_\_\_\_ Signature: \_\_\_\_\_

(2) Owner Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_  
Street City State County Zip

Social Security #: \_\_\_\_\_ Signature: \_\_\_\_\_

Complete for Corporation:

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ Signature: \_\_\_\_\_

**SERVICES:** CREDIT \$ \_\_\_\_\_ NATIONAL CRIMINAL \$ \_\_\_\_\_ COUNTY CRIMINAL \$ \_\_\_\_\_

SOCIAL TRACE \$ \_\_\_\_\_ MOTOR VEHICLE REPORTS \$ \_\_\_\_\_ FULL VERIFICATIONS \$ \_\_\_\_\_

Please indicate how you want billing sent: Mail \$1.00 Email \_\_\_\_\_

Email address for bills to be sent to: \_\_\_\_\_

I understand that this Member Service Agreement is part of the Service Agreement for Employment Screening.

\_\_\_\_\_  
Applicant Signature Date

OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT SERVICES. If information from a Credit Reporting Agency (CRA) is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the Fair Credit Reporting Act (FCRA). The User must:

- Make clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation and that, if any adverse action is taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

**Adverse Action\***An "adverse action" is defined as a denial of employment or any other decision that adversely impacts any current or prospective employee (e.g., termination, denial of promotion, failure to hire, etc.).

**Step 1. Provide Applicant Pre-Adverse Action Documents**

If a consumer report provides information that will negatively influence the employment opportunities of an applicant, whether in whole or in part, you must do all of the following BEFORE such an adverse action (rejecting the candidate) is taken: a.

Provide the applicant with a copy of the specific consumer report; and

b. Provide the applicant a description in writing of their rights under the Fair Credit Reporting Act (FCRA) as prescribed by the FCRA by the Federal Trade Commission (FTC). This pre-adverse action process allows the applicant the chance to dispute the negative information in the report. The employer should allow a reasonable amount of time for the applicant to respond to this pre-adverse notification before final determination is made or adverse action is taken. (There is an FTC opinion letter that deems 5 days as reasonable).

**Step 2. Notify Applicant of Adverse Action (Rejection)**

If you decide to take adverse action (such as not employing the applicant), based in whole or in part, on the information revealed in the consumer report, you must do the following in writing, orally or electronically (Premier recommends written documentation): a. Provide notice to the applicant of the adverse action;

b. Provide to the applicant the name, address and telephone number of the consumer reporting agency and a statement that "the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the applicant the specific reasons why the adverse action was taken"; and c. Provide notice to the applicant of his/her right to obtain, within sixty (60) days, a free copy of the consumer report from the consumer reporting agency and to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the consumer reporting agency

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After the waiting period and upon taking the adverse action, the employer must provide to the applicant or employee the following notices: 1) notice of the adverse action taken; 2) the name, address, and toll-free telephone number of the consumer reporting agency that furnished the consumer report; 3) a statement that the CRA did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken; 4) notice of the consumer's right to obtain a free copy of the consumer report from the CRA within 60 days; and 5) notice of the consumer's right to dispute the accuracy or completeness of any information in the consumer report furnished by the CRA.

Pre-Adverse and Adverse Action letters are provided on our web platform where your reports are provided.

I \_\_\_\_\_ do hereby certify that I will comply with the foregoing

(Print Company Name/Authorized Personnel)

regulations.

Each applicant will be given a copy of an "Employment Report Disclosure" (attached) printed on a separate piece of paper with the foregoing regulations. Each applicant will be given a copy of an "Employment Report Disclosure" (attached) printed on a separate piece of paper.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EMPLOYMENT REPORT DISCLOSURE

Your application for employment has been received by \_\_\_\_\_.

Company Name

This disclosure is for the sole purpose of informing you that an Employment Consumer Report may be obtained to determine your credit, criminal or character worthiness.

Thank you,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





1650 Madison 4425  
Combs, AR, 72721  
Phone 479-677-3355 Fax 479-677-3118  
Email [acutraq@windstream.net](mailto:acutraq@windstream.net) web [acutraq.com](http://acutraq.com)

## ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In accessing ACUTRAQ services, you agree to follow these measures:

You must protect your ACUTRAQ USER ID and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.

Do not share passwords with co-workers, friends, or family.

Do not discuss your ACUTRAQ USER ID and password by telephone with any unknown caller, even if the caller claims to be an employee of ACUTRAQ.

Restrict the ability to obtain reports to a few key personnel.

After normal business hours, be sure to turn off and lock all devices or systems used to obtain report information.

Secure hard copies and/or electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.

Shred or destroy all hard copy consumer reports when no longer needed.

Make all employees aware that your company can access credit, and other report information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports. Nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

Do not send sensitive data through email, such as consumer's SSN, account numbers, actual credit reports, etc. unless data is encrypted.

In the event of a compromised system, notify ACUTRAQ immediately and take necessary steps to ensure no other credit reports are accessed using comprised system.

**Record Retention:** The Federal Equal Opportunities Act states that a creditor/employer must preserve all written or recorded information connected with an application for five (5) years. In keeping with the ECOA, ACUTRAQ requires that you retain the credit/employment application and, if applicable, a lease/employment contract for a period of not less than 5 years. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ACUTRAQ will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the lease/employment contract.

“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**REQUEST FOR BANK REFERENCE**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_ Bank Fax #: \_\_\_\_\_

Customer's Business Name: \_\_\_\_\_

Account number is: \_\_\_\_\_ Account Name: \_\_\_\_\_

I authorize the above listed bank to release the information that we have requested below.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

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**TO BE COMPLETED BY THE BANK**

In connection with an application to do business with ACUTRAQ, a consumer reporting agency, the above listed business requests your assistance in completing the following information.

Please provide the following information:

1) Type of Account: \_\_\_\_\_

2) Date Account Opened: \_\_\_\_\_

3) Name & Address on Account: \_\_\_\_\_

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Signature of Authorized Bank Personnel

Print Name

Please fax your response at your earliest convenience to:

**ACUTRAQ**

1650 Madison 4425

Combs, AR 72721

Phone: 479-677-3355 Fax: 479-677-3118