

Texas Annual Conference Safe Churches Project Services Agreement

This Texas Annual Conference Safe Churches Project Services Agreement (the "Agreement") is entered into by and between First Advantage Enterprise Screening Corporation, dba The Safe Churches Project (hereinafter referred to as "Service Provider") located at 805 Executive Center Dr., Suite 300, St. Petersburg, Florida with additional offices at 10501 N. Central Expressway, Suite 309, Dallas, Texas, 75231 and Client as further identified hereinafter, effective as of the ___ day of _____, 2005.

Whereas, Client, as further identified hereinafter, desires to purchase from Service Provider the services referenced in Section 1 below; and Service Provider desires to provide Client with such services pursuant to the terms and conditions of this Agreement which follow,

Now, therefore, the parties hereto agree according to the terms and conditions of this Agreement, which follow:

1. Services. Service Provider agrees to use its best efforts, as an independent contractor, to deliver the services utilized or requested by Client in an expeditious and efficient manner. Such services (hereinafter "Services") are described in Exhibit A, which is attached hereto and incorporated herein. Services will be provided pursuant to computerized access to Service Provider's background information databases and record retrieval systems, which will be made available by Service Provider to Client by means of on-line computerized access or by such other means as established by the parties.

2. Service Fee; Invoicing. Client agrees to pay for the Services hereunder at the prices set forth in Exhibit A. In this regard, the prices for Services shall remain in effect for the initial twelve (12) month term and may be adjusted thereafter only as set forth in Section 5 hereinafter. Service Provider shall invoice Client monthly for Services utilized by Client after execution of this Agreement and Client agrees to pay such invoice within thirty (30) days of invoice date. If Client's account becomes over thirty (30) days in arrears, Client's access to the Services may be suspended by Service Provider until all payments in arrears are made.

3. Term. Beginning on the effective date, this Agreement shall have an initial term of twelve (12) months which shall renew for successive twelve (12) month terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of a term. Notwithstanding the foregoing, in the event of a breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other specifying the nature of the breach and providing the other an opportunity to cure such breach within such thirty (30) day period whereupon the original term of this Agreement shall remain in effect. After the initial term, any change in pricing for Services will require sixty (60) days advance notice by Service Provider. Client shall pay for all Services provided by Service Provider through the date of any termination.

4. Compliance with Applicable Laws, Rules and Regulations. Client acknowledges that it will comply with all applicable state, federal and local laws, rules and regulations including but not limited to the Fair Credit Reporting Act 15 USC 1681 et. seq. (the "FCRA") and Client certifies that (i) the disclosures required under the FCRA will be made and (ii) Client's use of the information provided through the Services to which the FCRA is applicable will be in accordance with permissible purposes covered by the FCRA and for no other purposes. Client certifies its agreement to comply with the provisions of the Employer Certification and the Access Security Requirements which are attached hereto and made a part of this Agreement as Exhibits B and C. Client warrants that it will obtain the legally required advance permission from all persons with regard to whom Client desires to purchase Services and/or obtain a consumer report prior to ordering such Services. Client agrees to use any consumer report provided by Service Provider solely in accordance with and for purposes authorized under the FCRA and agrees to indemnify Service Provider from and against any violations by Client of the requirements of this Section and any unauthorized or misuse of consumer reports provided by Service Provider.

5. Disclaimer of Warranties; Limitation of Liability. ALL SERVICES ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN AN APPLICABLE ADDENDUM HERETO, SERVICE PROVIDER AND ITS AFFILIATES MAKE NO AND DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES, PROVIDED PURSUANT TO THIS AGREEMENT AND THE SERVICE ADDENDUMS WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW OR OTHERWISE. IN ANY EVENT, IT IS AGREED THAT CLIENT'S REMEDY WITH REGARD TO ANY CLAIM BASED UPON THIS AGREEMENT OR RELATED TO THE PROVISION OF SERVICES TO CLIENT SHALL BE LIMITED TO THE AMOUNT PAID TO SERVICE PROVIDER FOR SUCH SERVICES BY CLIENT. EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY SERVICE PROVIDER. SERVICE PROVIDER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE. FURTHER, SERVICE PROVIDER WILL HAVE NO LIABILITY FOR ANY CAUSE OF ACTION WHICH BECAME KNOWN TO CLIENT, OR SHOULD HAVE BEEN KNOWN BY CLIENT WITH REASONABLE INVESTIGATION, WITHIN TWO YEARS FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OR APPLICABLE ADDENDUM BUT CLIENT FAILED TO PROVIDE ACTUAL NOTICE TO SERVICE PROVIDER WITHIN SUCH TWO YEAR PERIOD AFTER THE EXPIRATION OF THIS AGREEMENT OF THE APPLICABLE ADDENDUM.

6. Conference Administrative Authorization. Client authorizes the Texas Annual Conference of the United Methodist Church to have administrative access to the searches being ordered by Client and, on behalf of Conference members, oversight regarding the background screening program provided by Service Provider and administration of ordering any credit reports on behalf of Conference members.

7. Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Client or Service Provider. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed and, either party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

8. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous understandings between the parties with respect to said subject matter. This Agreement may be amended only by written instrument duly executed by all parties or their respective heirs, successors, assigns, or legal representatives.

9. Notices. All notices, offers, request, demands, and other communications pursuant to this Agreement shall be given in writing with delivery by prepaid certified mail, return receipt requested, properly addressed or by prepaid delivery to a recognized overnight courier service, and shall be deemed to be duly given and received on the second day after deposit in the United States Mail as set forth above, or on the day after proper delivery to an overnight delivery service. Notices shall be sent to the parties at the addresses contained in this Agreement to the following representative of each party:

If to Service Provider:
Attn: Legal Department

If to Client:
Attn: _____

or to such other address as any party furnishes to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

10. Governing Law. This Agreement and any exhibits or addenda hereto shall be governed by and construed in accordance with the laws of the State of Florida exclusive of conflicts of laws principles.

11. Assignability. No party to this Agreement shall assign, transfer or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of the other party hereto, and any attempted assignment without such prior written consent shall be void.

12. Miscellaneous. The captions in this Agreement and any addenda or exhibits hereto are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement. In the event that any provision of this Agreement, or the application hereof to any person or circumstance, is held by a court competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement in that jurisdiction or the application of that provision of this circumstance or in any other jurisdiction, and this Agreement shall then be construed in that jurisdiction as if such invalid, illegal or unenforceable provision had not been continued in this Agreement, but only to the extent of such invalidity, illegality or unenforceability. In the further event of such determination, the parties shall promptly execute and deliver such amendatory provisions to this Agreement as are necessary to accomplish lawfully, and as nearly as possible, the goals and purposes of the provision(s) held to be invalid, illegal or unenforceable. The provisions contained in sections 4 through 11 of this Agreement shall survive any termination of this Agreement. This Agreement may be executed in one or more counterparts and execution at different times and places will not affect the validity hereof. This Agreement will be considered executed when the signature of a party is delivered by facsimile transmission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as set forth below.

First Advantage Enterprise Screening Corporation

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Address: _____

Fax: (214) 217-4064 _____

Rep: NASS/Shaffer _____

Phone: _____

Phone: (214) 360-9159 _____

Fax: _____

Email: dale@criminalbackground.com _____

E-Mail: _____

Tax ID Number: _____

Date: _____

Listing of Services and Prices

Social Security Trace	\$3.00 per social security number
County Criminal Record Search	\$12.00* per name per county
Motor Vehicle Report/Driving Records**	\$12.00 per driver's license number
Employment Verification	\$13.00 per name
Education Verification	\$13.00 per name

*plus actual court fees if any- most counties do not have court fees

**may require site inspection (see 4 below)

Description of Services

- 1) **Instant Social Security Trace-** allows users to input a social security number and instantly identify counties of residence associated with the social security number submitted.
- 2) **County Criminal Record Check-** a search of the county criminal records in the county specified on the day the search is performed.
- 3) **MVR/Driving Records-** The Motor Vehicle Report is the driving record from a specified state's Department of Motor Vehicles (DMV). For some states, certain restrictions may limit the availability of or method of delivery of Motor Vehicle Records. A \$125 site inspection of Client's location *may* be required depending upon certification by Church Conference. **If Client intends to order MVR's, the applicable box below must be checked.**
 Client intends to order MVR's
- 4) **Employment Verification-** Verification of previous or current employment to confirm information from applicant or consumer. Requires appropriate authorization from applicant/consumer. Verifiers will place up to 3 calls per reference, if they are unable to verify after 3 calls in which a person was reached, we will report "Unable to Verify".
- 5) **Education Verification-** investigation of education and degrees obtained.

Agreed and Acknowledged by Client:

Client Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit B- EMPLOYER CERTIFICATION

As a condition to ordering and obtaining consumer reports from First Advantage Enterprise Screening Corporation (“FAESC”), “You” (defined as the employer/company identified below), agree as follows:

1. You certify to FAESC that with respect to each consumer report (“report”) ordered from FAESC:

a. You will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report (“Applicant”) includes any consumer who is an applicant, potential employee or employee.

b. Prior to ordering the report, or causing the report to be ordered:

i. You have made a clear and conspicuous written disclosure to the Applicant, **in a document consisting solely of the disclosure**, that a report may be obtained for employment purposes; and

ii. You have obtained the Applicant’s written authorization to obtain the report, such authorization may be in the same document as the disclosure.

c. **Prior to taking any adverse action** based in whole or in part on the report, You will provide the following to the Applicant:

i. A copy of the report; and

ii. A written description of the rights of the Applicant under the Fair Credit Reporting Act (“FCRA”) as prescribed by the Federal Trade Commission (“FCRA Summary of Rights”). FAESC has provided You a copy of the FCRA Summary of Rights, and it can be obtained from FAESC’s website or the FTC’s website (www.ftc.gov).

d. Before You take any adverse action against the Applicant based in whole or in part on the report, You shall give the Applicant a **reasonable amount of time** after the copy of the report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information in the report.

e. If You take any adverse action with respect to the Applicant based in whole or in part on any information in the report, You will provide the Applicant with **all** of the following:

i. Notice of the adverse action;

ii. FAESC’s name, address, and toll-free telephone number;

iii. A statement that FAESC 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;

iv. Notice of the Applicant’s right to obtain a free copy of the report from FAESC if, within 60 days after receipt of the notice, he or she requests a copy from FAESC; and

v. Notice of the Applicant’s right under the FCRA to dispute with FAESC the accuracy or completeness of any information in the report.

f. You will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation.

2. In some cases, You may order a report from FAESC for employment purposes that would also constitute an “investigative consumer report.” (In general, an investigative consumer report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that You order from FAESC any investigative consumer report, then in addition to your other certifications herein, You certify as follows with respect to each investigative consumer report ordered:

a. Not later than 3 days after the date of requesting such report from FAESC, You will mail or otherwise deliver a written disclosure to the Applicant containing the following information:

i. A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and

ii. A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigation and a written summary of rights (FCRA Summary of Rights).

b. Upon written request by the Applicant within a reasonable period of time following the Applicant's receipt of the disclosure referred to in subsection a. above, You shall make a complete and accurate written disclosure of the nature and scope of the investigation You have requested. You will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than 5 days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

3. If you operate in California or order a report on a California resident, in addition to the other certifications herein You hereby certify for each California report ordered from FAESC that:

a. You will identify FAESC including the name, address, and telephone number to the Applicant when you provide the disclosure to or obtain the consent from the Applicant;

b. You will provide a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the Report and you will send such a copy within three (3) business days of your receipt of the Report if the box is checked; and

c. You will provide the Applicant a summary of his or her rights under California Civil Code Section 1786.22.

4. You are aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agree to comply with all applicable federal and state laws and any changes or revisions to such laws.

5. You certify to FAESC that with respect to each driving record information or motor vehicle report ordered from FAESC, you will comply with each of the above requirements relating to consumer reports, and you will also comply with the Driver's Privacy Protection Act of 1994 and any of its amendments in your ordering and use of the driving record information or motor vehicle report.

6. You agree that all certifications and agreements herein are of a continuing nature and are intended to apply to **each** consumer and/or investigative consumer report that You order from FAESC. You agree to keep all documentation signed by the Applicant required herein for at least 5 years after the date of the report to which such documentation relates and to provide FAESC copies upon request.

I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY TO AGREE TO THE ITEMS HEREIN ON ITS BEHALF

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

You/Employer/Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

Exhibit C- 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.

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):** _____