



U.S. Background Screening Sample Public Record Researcher Agreement

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Version 1.3

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Version 1.3 February 2024 (the “PBSA License” or the “License”)

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INSTRUCTIONS REGARDING THIS DOCUMENT

The PBSA PUBLIC RECORD RESEARCHER AGREEMENT (TEMPLATE) (“Template”) is offered as a template tool for United States public record researchers and Consumer Reporting Agencies (“CRAs”) who engage them to assist with the location and retrieval of public record information. This template is intended for use where the researcher is NOT itself operating as a CRA. Some sections are intentionally left blank for the parties to complete.

Further, this template is provided as a sample for consideration only; its use is not required, recommended, or endorsed by PBSA.

By providing the Template, PBSA is not providing any legal advice to any person, nor is it taking any position with regard to any preferred business structure, arrangement, or any party’s role or responsibility thereunder.

Prior to using the Template, in whole or in part, you should consult with your organization’s management and independent legal counsel to determine if all or part of the Template is suited to your business, the jurisdictions in which you conduct business, and the current regulatory environment.

Prior to using the Template, in whole or in part, an organization and their legal counsel will need to edit, complete, or fill in several sections. It was designed intentionally open-ended requiring users to customize before use.

PBSA’s Background Screening Organization Accreditation Program (BSOAP) Standard Clauses 4.1 through 4.6 place requirements on consumer reporting agencies (CRAs) which the CRA must comply with and require of its public record researcher in order to seek and become accredited. The BSOAP does NOT require use of this or any specific agreement. Accordingly, any revisions made to this agreement do not require users of prior versions to update or change their agreements.

Unrelated to this agreement, PBSA may revise the BSOAP Standards at any time, and any person reviewing the Template should assure that any agreement prepared would satisfy the current BSOAP Standards if accreditation is sought.

PUBLIC RECORD RESEARCHER AGREEMENT (Version 1.3)
(Between Consumer Reporting Agency and Researcher)

This Public Record Researcher Agreement is entered into on this ____ day of _____, _____, between _____ (“CRA”) and _____ (“RESEARCHER”).

1. CRA is a consumer reporting agency providing background screening to third parties including providing public record information. To achieve that service it requires the services of independent companies such as RESEARCHER to search public records.
2. RESEARCHER is in the business of searching public records on behalf of CRAs in the following geographical area(s): [Add as needed or indicate as provided in the Current Price List.]
3. RESEARCHER warrants that it conducts its research in compliance with all applicable, local, state and federal laws as well as in the manner prescribed by the jurisdiction which maintains the official record of the court. RESEARCHER has not and will not obtain information through the use of illegal or unethical means. If RESEARCHER is required to be licensed to do business it shall maintain such license throughout the term of this Agreement and any extension thereof.
4. RESEARCHER warrants that the principals of RESEARCHER and those who will research records for CRA have had their backgrounds checked and such checks/evaluation shall consider: 1) position employee holds or will hold, 2) the nature of the offense/s, 3) the time elapsed since the offense/s occurred, 4) the conduct of the employee since the offense/s, 5) evidence of rehabilitation, and 6) employment history all within accordance with applicable law. [NOTE: Parties may choose to include Exhibit D and reference herein.]
5. **Indemnity.** THIS SECTION RESERVED FOR AGREED UPON TERMS BETWEEN THE CRA AND RESEARCHER REGARDING INDEMNIFICATION.
6. **Limitation of Liability.** THIS SECTION RESERVED FOR AGREED UPON TERMS BETWEEN THE CRA AND RESEARCHER REGARDING LIMITATION OF LIABILITY.
7. **Disclaimer of Warranties.** THIS SECTION RESERVED FOR AGREED UPON TERMS BETWEEN THE CRA AND RESEARCHER REGARDING DISCLAIMERS OF ANY WARRANTIES.
8. CRA and Researcher agree to comply with Exhibit A, which specifies Scope of Services, Reporting Requirement, and Fees. The Researcher will use the predominately used index (PUI) provided by the central courts as defined by the Professional Background Screening Association within the Criminal Record Provider Guidelines unless otherwise indicated within Exhibit A.

9. RESEARCHER will not knowingly report any record that is protected from disclosure such as juvenile, sealed or expunged records.
10. The personal identification information provided by CRA to RESEARCHER is considered confidential by law. Upon its receipt, RESEARCHER shall treat the information as confidential in its receipt, searches, transmissions, and storage.
11. If CRA receives notification that the subject disputes the accuracy of any information provided by RESEARCHER, CRA will notify RESEARCHER. RESEARCHER will give priority to researching any dispute, and RESEARCHER will promptly provide CRA the results of any such investigation. RESEARCHER shall cooperate with CRA in obtaining additional identifiers, if needed, including photograph and/or fingerprints if appropriate or other information to assist CRA in conducting the investigation.
12. All data transmissions between RESEARCHER and CRA, regardless of which party initiates such data transmission and regardless of method of transmission, shall be made by secure means which reasonably protect the confidentiality of personally identifiable information and in a manner no less secure than that which is used by the parties to protect their own confidential information and the personally identifiable information of their employees. RESEARCHER shall adhere to all applicable data security and data destruction laws and regulation, including requirements for handling of personally identifiable information issued by the Federal Trade Commission under 15 U.S.C. §1681w of the Fair Credit Reporting Act ("FCRA"). Per the Federal Code of Regulations (16 C.F.R. §682.1).
- a. THE PARTIES SHOULD CONSIDER WHETHER ANY NOTIFICATION SHOULD BE PROVIDED IN THE EVENT EITHER PARTY HAS A SECURITY BREACH.
13. CRA may audit the performance of RESEARCHER by use of reasonable requests with known results and requesting multiple searches by different RESEARCHER(s) and by other means. RESEARCHER shall cooperate in all such audits.
- a. SEE CLAUSE 4.6 OF THE US EMPLOYMENT SCREENING BSOAP STANDARD FOR AUDIT CONSIDERATIONS.
14. The RESEARCHER shall maintain, at all times, Errors & Omissions (E&O) insurance in an amount commensurate with the volume of research conducted for CRA and shall provide proof of such insurance to CRA upon request. If RESEARCHER fails to maintain such insurance, RESEARCHER shall immediately notify CRA. "C.R.A." shall maintain, at all times, its own General Liability and

Errors & Omissions (E&O) coverage. In the event RESEARCHER does not maintain its own insurance or cancels the same and has provide notice to CRA, CRA may then either terminate this Agreement or, at CRA's discretion, add RESEARCHER as an insured party on CRA's E&O insurance policy, the cost of which shall be paid by RESEARCHER in a manner determined by CRA.

15. Termination of this Agreement may occur as follows:

a. A party may terminate this Agreement without cause by providing [REDACTED] days written notice. CRA will pay for all undisputed charges made to its account prior to termination.

b. A party may terminate this Agreement upon any material breach (where material breach may include non-payment of undisputed invoices) of this Agreement or violation of any law or regulation related to a party's performance of its duties under this Agreement.

16. **Confidentiality.** Neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents, suppliers, and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with this Agreement. Each Party may only use the other Party's Confidential Information as permitted to perform its respective obligations under this Agreement.

a. "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. The personal identification information provided by CRA to RESEARCHER is considered confidential by law. Upon its receipt, RESEARCHER shall treat the information as confidential in its receipt, searches, transmissions and storage. Either Party may identify to the other Party information that the party deems to be Confidential Information.

b. Disclosure Required by Law. The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) unless otherwise prohibited by law, the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii)

the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information.

17. Miscellaneous Provisions

a. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations, and representations. This Agreement may only be modified in a writing signed by both parties; however, subsequent representations by RESEARCHER to show compliance with existing or future laws are effective when signed by RESEARCHER and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party including the end-user of any information.

b. All communications and notices to be given under this Agreement will be made in writing to the other party. Each party will notify the other promptly of any change of contact information.

THE PARTIES SHOULD CONSIDER WHETHER EMAIL WILL CONSTITUTE NOTICE.

c. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and RESEARCHER and CRA hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

d. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of _____ by _____. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of _____, without reference to its conflict of laws principles.

e. A party may make changes to the software or methods used to receive information from the other party. The parties recognize that such a change may require a renegotiation of the terms of this Agreement, including the fees charged to CRA by RESEARCHER.

f. In no event shall either party be liable to the other party for any special, incidental, consequential or punitive damages whether the claim arises out of contract or tort; including negligence, or whether such party has been advised of any such risk, loss or damage.

g. Relationship of the Parties. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties. For all purposes of this agreement employees/agents of RESEARCHER shall remain employees/agents of RESEARCHER.

h. Non-Exclusive. Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the parties.

18. Force Majeure: Neither party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: terrorist acts, war, riots, embargos, strikes, disruptions in communications or acts of God.

PARTIES SHOULD CONSIDER WHETHER NOTICE IS REQUIRED IF A FORCE MAEJURE EVENT TAKES PLACE.

19. Use of Suppliers or Subcontractors ("Supplier") by the RESEARCHER. - The RESEARCHER hereby attests that it has on file a completed AGREEMENT with each Supplier it uses, or may use in the future. Further, the AGREEMENT is similar to this binding AGREEMENT including stipulations regarding legal requirements for state and federal laws; personnel background screening requirements; information security, including but not limited to, data transmission, storage and destruction; and public record information.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by a duly authorized representative.

{INSERT RESEARCHER Name Here}

{INSERT CRA Name Here}

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title: _____

Title: _____

Address1: _____

Address1: _____

Telephone No.: _____

Telephone No.: _____

Facsimile No.: _____

Facsimile No.: _____

E-mail: _____

E-mail: _____

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INSTRUCTIONS REGARDING Exhibit A

Designing this Exhibit A as a flexible template gives both parties the ability to modify verbiage to properly reflect their business practices, scopes, and services, as well as recognize the fact that different jurisdictions have different demands on public record research. Please ensure that both parties attach and/or acknowledge the practices and procedures that will be utilized by the RESEARCHER when conducting court record research.

The Parties may utilize this Exhibit A to outline and define all unique specifications of their scope of work, court standards and practices, and/or any additional agreement specifics between the two parties.

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Exhibit A — Scope of Services, Requirements, and Fees

THIS EXHIBIT RELATES TO CLAUSE 4.1 of the BSOAP STANDARD

This Exhibit A to the PUBLIC RECORD RESEARCHER AGREEMENT dated _____ by and between _____, (CRA), and _____ (RESEARCHER) sets forth additional requirements regarding the Services contemplated under the Parties' Agreement.

1. When placing an order, a CRA will provide the following information to the RESEARCHER:

THIS SECTION TO BE COMPLETED BY PARTIES REGARDING INFORMATION THAT CRA MUST PROVIDE TO RESEARCHER TO CONDUCT SEARCH, CONSIDERING THE FOLLOWING:

- a. subject's full name: first, middle, last, suffix;
 - b. subject's full date of birth;
 - c. subject's current address and any prior address information for the prior ___ years;
 - d. subject's full or truncated social security number;
 - e. subject's full or partial driver license number;
 - f. RESEARCHER shall advise CRA of missing information. CRA will seek additional identifiers as requested by RESEARCHER and will provide them if available.
2. CRA will advise Researcher of the following criteria with each order:

THIS SECTION TO BE COMPLETED BY PARTIES REGARDING SEARCH CRITERIA AND REPORTING OF RESULTS:

- a. **Age of records desired** (e.g., seven-year, ten-year, unlimited). Unless otherwise instructed with the order for Services, the Standard Default Search for age of records searched by the RESEARCHER will be _____ Years, and the age of the record will be determined by the record's _____ (e.g., File Date, Disposition Date, Confinement Completion, etc.).
 - b. **Offense type** (e.g., felony, misdemeanor, traffic, etc.). Unless instructed otherwise, if not specified, a county search for _____ [e.g., felony & misdemeanor conviction records; misdemeanor convictions & felony arrest and conviction records; felony arrest and conviction data only; felony misdemeanor including DUI, etc.] will be conducted.
 - c. **Court** (e.g., city, county, federal). Predominantly Used Index, unless specified otherwise and agreed to by the parties, _____ [e.g., only statewide search will be conducted; state and county or city; etc.].
 - d. **Jurisdiction** (state, county, etc.). If no jurisdiction is indicated, no search will be conducted.
 - e. **Type of record** (e.g. convictions only, etc.). Unless instructed otherwise, then only _____ [e.g., conviction records and arrests with no disposition] will be provided within record age limit listed above.
3. Search Criteria and Disclosure of Findings:

THIS SECTION TO BE COMPLETED BY PARTIES REGARDING SEARCH CRITERIA AND REPORTING OF RESULTS, SOME CONSIDERATIONS MAY INCLUDE:

- a. What must the RESEARCHER include with its search results?
 - i. Section left open to allow for parties to complete.
- b. How should RESEARCHER conduct the research?
 - i. Section left open to allow for addition of search practices and ID matching business rules.

Parties should consider the Consumer Financial Protection Bureau's Advisory Opinion regarding reporting public records on name match only in any consumer report and should consider carefully what information it wants to receive and how it intends to use the information provided by RESEARCHER that results in a Name Only Match.

4. Search Delays:

- a. RESEARCHER estimates that the average time for results to be returned is set forth below for each jurisdiction:
- b. RESEARCHER will inform CRA in the event of county-imposed delays, court holidays, or any other circumstances beyond the RESEARCHER's immediate control. RESEARCHER is not responsible for said delays or any other circumstances beyond the RESEARCHER's immediate control. However, if RESEARCHER discovers that such events will delay the order from being provided within the normal response period RESEARCHER will advise CRA of such delay and provide a good faith estimate of when the order will be available. When a delay is expected or planned because of a reasonable event or situation within RESEARCHER's control, the RESEARCHER will provide reasonable notice to CRA of such delay and provide a good faith estimate of when the search results will be available.

5. Fees: RESEARCHER shall charge and CRA agrees to pay the fees as shown on "Exhibit B Fee Schedule" [INSERT CORRECT TITLE] attached hereto for all standard and/or audit searches. These fees represent the standard default service level provided by RESEARCHER for the category of services listed. If CRA desires additional service with any particular order, the same is subject to individual negotiation and a price will be provided, in writing (e-mail and/or facsimile are acceptable writings), to CRA prior to the service being provided. All fees are subject to change upon thirty (30) days written notice to CRA.

a. CRA understands that RESEARCHER may be required to pay access fees to government agencies to obtain the information requested. These fees are subject to change without notice and CRA agrees to pay the same.

6. Payment Terms:

THIS SECTION TO BE COMPLETED BY PARTIES REGARDING PAYMENT TERMS, SOME CONSIDERATIONS
MAY INCLUDE:

Payment terms are net [redacted] upon receipt of invoice. A party may dispute any charge(s) within [redacted]
days from the receipt of invoice where such dispute must be provided in writing.

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Exhibit B – Fee Schedule

This Exhibit B to the PUBLIC RECORD RESEARCHER AGREEMENT dated _____ by and between _____, (CRA), and _____ (RESEARCHER) sets forth the fees for Services contemplated under the Agreement.

INSERT FEES HERE.

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