



**Integrated Screening Partners**  
**A Promesa Enterprises Affiliate**  
 5316 Hwy 290 West, Suite 500  
 Austin, TX 78735



**Form SE-010 R07May15**  
**SC Document**

## BUSINESS SERVICES AGREEMENT

1. This **Agreement**, effective as of **07/01/07** (Effective Date), is entered into by Integrated Screening Partners, a Promesa Enterprises affiliate (hereinafter referred to as “**ISP**”) a Texas corporation with a offices located at 5316 Hwy. 290 West, Suite 500, Austin, TX 78735 and **Diocese of Kansas City-St. Joseph** (hereinafter referred to as the “**The Company**”) a **Missouri** corporation with a offices located at **Missouri**.

Type of Business: \_\_\_\_\_ Church \_\_\_\_\_ In business for:   50   Years    Months  
 Type of Ownership: \_\_\_\_\_ 501C3 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ TX \_\_\_\_\_ Zip \_\_\_\_\_

2. **Permissible Purpose.** The specific purpose that the consumer information will be used for is pre-employment screening purposes.

3. **Description of Services.** The company hereby employs ISP to perform the following services in accordance with the terms and conditions set forth in this agreement: (a) ISP will consult with certain officers and employees of The Company concerning matters relating to pre-employment screening and background investigation services; (b) ISP will supply The Company with background investigation reports on new and / or current employees.

4. **Terms of Agreement.** The term of this Agreement is one year from the effective date. However, either party can terminate this Agreement with a thirty (30) day written notice. The agreement will automatically renew under the same terms unless either party notifies the other in writing at least thirty (30) days prior to the end of the current term stating it does not wish to renew this Agreement.

5. **Place Where Services Will Be Rendered.** ISP will perform most services in accordance with this Agreement at ISP’s main office identified above.

6. **Payment to Provider.** ISP will be paid for work performed in accordance with this agreement. Payment terms are net 15 from date of ISP invoice in U.S. currency. At ISP’s discretion the invoice may be mailed, faxed or electrically delivered. ISP shall have the right, among other remedies, either to terminate the Agreement or to suspend further work under this



and/or other agreements with The Company in the event The Company fails to make any payment hereunder when due. The Company shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

**7. Independent Contractor.** Both the Company and ISP agree that the ISP will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, ISP will be responsible for payment of all taxes including Federal, State and local taxes arising out of the ISP's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

**8. Confidential Information.** The Company and ISP both agree that any information received by the Company or ISP during the term of this Agreement will be confidential in nature and will not be revealed to any other persons, firms or organizations. Each party hereto, as "Receiver," acknowledges that, in the course of performing this Agreement, it will receive or have revealed to it information ("Confidential Information") of the other party ("Discloser") that Discloser deems confidential and/or proprietary, and further acknowledges that Discloser derives substantial value from the confidentiality of such information. Each party, as Receiver, agrees to apply, during the term of this Agreement and for not less than three (3) years thereafter, reasonable efforts to prevent the disclosure of Confidential Information of Discloser. Confidential Information may include, but shall not be limited to, employee information, processes, methods, locations, sales data, financial information, confidential compilations of publicly available information, or other sensitive data, but shall not include information that Receiver can prove, bearing the burdens of production and persuasion, (i) is or becomes, through no fault of Receiver, part of the public domain; (ii) was already known to Receiver at the time of disclosure; (iii) was independently developed by Receiver without reference to or use of information received from Discloser; or (iv) is lawfully disclosed to Receiver by a third party without obligation as to confidentiality. Information regarding customers, consumers, and employees shall be Confidential Information, notwithstanding any of the foregoing exceptions, to the full extent required by any and all applicable laws, rules, regulations, and court orders. In the event that Receiver is required, by order, subpoena or otherwise, by a government authority having such power, to disclose Discloser's Confidential Information, then Receiver shall: (i) notify Discloser of the prospective disclosure as soon as practicable, (ii) cooperate with Discloser, as appropriate, in seeking such protective orders or relief from such disclosure as may be available and (iii) maintain the confidentiality of such Confidential Information in accordance with the terms hereof to the fullest extent practicable under the circumstances.

**9. Access Security Requirements.** The Company agrees that the information, which is received from the Provider, will be accessed by authorized personnel and any and all electronic and or hard copy files will be kept secure.

**10. Fair Credit Reporting Act Requirements.** Company hereby certifies that any information obtained for employment purposes are subject to the requirements of the Fair Credit Reporting Act (FCRA). The Company agrees to perform the following; a) make clear and conspicuous written disclosure to the consumer prior to obtaining the report, in a document that consists solely of the disclosure, that a consumer report (background investigation report) may be obtained. b)



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Obtain prior written authorization from the consumer. c) Not use such information in violation of any federal or state equal opportunity law or regulation. d) Prior to taking any adverse action based in whole or in part on the information provided in the consumer report, provide the consumer with a summary of the consumer’s rights under the FCRA and a copy of the consumer report.

10. **Limitation of Remedy and Liability.** ISP Shall not be liable for damages caused by delay in performance. The sole and exclusive remedy for breach hereunder shall be limited to the correction replacement or refund of the purchase price of the portion of services. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall ISP’s liability to The Company exceed the purchase price to The Company of the specific goods and services provided by ISP giving rise to the claim or cause of action. The Company agrees that in no event shall ISP’s liability to The Company extend to include incidental, consequential or punitive damages. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.

11. **“End User” Restrictions.** Company hereby certifies that they are the “end user” of the consumer report and that the Company will not resell the reports to any third party.

**Integrated Screening Partners, A  
ProMesa Enterprises, Inc. Affiliate**

**COMPANY**

Authorized  
Signature

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

**END OF DOCUMENT**