

# Tang & Company

Committed to a **healthier, safer**  
and **compliant** workforce



ASAPCC     LACC     NASAP     OSCA-Training Only     Background Check \_\_\_\_\_

## EMPLOYER INFORMATION SHEET

### EMPLOYER INFORMATION

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City State Zip

Estimated number of employees who will be enrolled in this program: \_\_\_\_\_

Designated Employer Representative (DER/CER) is the employee from your company that is responsible for the administration and correspondence with ASAP Drug Solutions, Inc. and Occupational Safety Councils of America.

Primary Employer Representative: \_\_\_\_\_ Security Question: \_\_\_\_\_ Security Answer: \_\_\_\_\_  
(Please Print First & Last Name)

Tel. #: \_\_\_\_\_ Secure Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
(Confidential information will be transmitted to the Secure Fax #)

Secondary Employer Representative: \_\_\_\_\_ Security Question: \_\_\_\_\_ Security Answer: \_\_\_\_\_  
(Please Print First & Last Name)

Tel. #: \_\_\_\_\_ Secure Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
(Confidential information will be transmitted to the Secure Fax #)

INVOICE ATTN: \_\_\_\_\_ BILLING TEL. #: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_ BILLING SECURE FAX #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Email Address: \_\_\_\_\_

### PRIMARY DESIGNATED EMPLOYER REPRESENTATIVE (DER) SIGNATURE (No Digital Signature)

\_\_\_\_\_  
Employer Representative Signature Date Print Name of Representative

Comments/Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OFFICE USE ONLY:** Program Start Date: \_\_\_\_\_  
Account#: \_\_\_\_\_  
ASAP Representative: \_\_\_\_\_

Doc #: QESH13-F1A	Title: Employer Information Sheet-EIS	Date: 08/04/2017
Initially Created by: ASAP MR	Initially Approved By Sheila Guzman	Rev: A

**Corporate Office**  
455 E. Carson Plaza Dr., Carson, CA 90746  
Tel: (562) 624-2720 Fax: (562) 624-2724  
Toll Free: (866) 699-ASAP (2727)



COMPANY SERVICE AGREEMENT FOR BACKGROUND CHECK REPORTS

This Agreement is made on \_\_\_\_\_ by and between ASAP Drug Solutions ("ASAP"), located at 455 Carson Plaza Dr., Carson, California 90746, and (Company End-User) \_\_\_\_\_ with its principal office located at \_\_\_\_\_

Address City State Zip

The parties agree as follows:

1. Purpose of Background Reports: Company certifies that it will order Background Reports for Employment Purposes only, including evaluating the Applicant/Employee for employment, promotion, reassignment, retention as an employee, and/or eligibility to enter worksite premises. Company certifies that it will notify ASAP in writing if it intends to order or use Background Reports for any other purpose.

2. Company Disclosure and Authorization Forms and Certifications to ASAP: Company understands that in order to comply with applicable federal and state laws, Company must provide written disclosures, and obtain the written consent/authorization of the Applicant/Employee prior to obtaining the Background Reports. Separate disclosure forms may be required to comply with federal and California requirements.

a. Both federal and state laws regulate the use of credit reports. In order to comply with the requirements of the federal Fair Credit Reporting Act ("FCRA"), Company certifies that each time a consumer re port is used for employment purposes, and prior to ordering the report, Company has

- made a disclosure in writing to the subject of the report, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes. [15 U.S.C. § 1681b] §604 (b)(2)(A)
obtained the written authorization of the subject (which may be made on the disclosure document referred to above)
Certified to the reporting organization (ASAP) that the required disclosure was made, written authorization was obtained, and that the employer will only use the information for lawful purposes

b. Both federal and state laws regulate the use of investigative consumer reports or background checks. In order to comply with the requirements of the California Investigative Consumer Reporting Agencies Act ("ICRA"), Company certifies that each time a background check or investigative consumer report is obtained, and prior to ordering the report, Company has obtained the written consent of the Applicant/Employee and provided a separate written disclosure to the individual. The authorization must include a "check box" permitting the Applicant/Employee to request a copy of any report obtained by the Company. The written disclosure must contain the following information:

- that Company may obtain an investigative consumer report
the report may contain information on the subject's character, general reputation, personal characteristics, and mode of living
the permissible purpose of the report (hiring, retention, etc.)
the name, address, and telephone number of ASAP
the nature and scope of the investigation, and a statement of the subject's right to view the file maintained by ASAP

c. Company will keep all original signed disclosure forms for at least two (2) years after receipt and will provide ASAP copies within two (2) business days after request.

3. ASAP Authorization and Disclosure Form: In addition to signed Company disclosure and authorization forms, ASAP requires each Company Applicant/Employee to sign a separate ASAP Authorization and Disclosure Form.

Company agrees to transmit a copy of the signed ASAP form to ASAP by fax when ordering a Background Report on such person. Company understands that ASAP will not provide a Background Report on any Company Applicant/Employee until ASAP has received the faxed signed ASAP Authorization and Disclosure Form of that individual.



4. **Employee Copy:** Each time Company orders a Background Report, Company certifies that if the Applicant/Employee of the report requests a copy of a Background Report by checking a box on the disclosure form (to comply with California law "ICRA"), Company will provide Applicant/Employee with a copy within three (3) business days of receipt of the report from ASAP.
5. **Pre-Adverse Action Certification:** Company certifies that **prior to taking adverse action (within the meaning of the FCRA)**, with respect to an Applicant/Employee based in whole or in part on a Background Report, Company will have informed the Applicant/Employee in writing of such action, given the Applicant/Employee a copy of the Background Report, and a written summary of FCRA rights. **The summary of rights under F CRA is posted on the ASAP website.**
6. **Adverse Action Certification:** Company certifies that following any adverse action with respect to an Applicant/Employee based in whole or in part on a credit report information, it will provide the Applicant/ Employee with the following:
  - a. Written notice of the adverse action.
  - b. ASAP's name, address, and toll-free telephone number.
  - c. A statement that ASAP did not make the decision to take the adverse action and is unable to provide the specific reasons why the adverse action was taken.
  - d. Written notice of the right to obtain a free copy of the Background Report from ASAP if requested within 60 days of receipt of the notice, and
  - e. The right of the Applicant/Employee to dispute any information in the report that is believed to be incorrect or incomplete.
7. **Order Process:** In order to order a Background Report on an Applicant/Employee, Company must submit an order form to ASAP. **Each time the Company submits an order, it reaffirms each and every one of its certifications in this Agreement with respect to all Background Reports included in the order.**
8. **Non-Disclosure of Background Reports:** Background Reports will be provided to Company. Company agrees that it will keep the contents of such reports strictly confidential and provide access to such information only to employees with a need to know. Company agrees not to provide a Background Report to, or discuss the contents of such report with, any third party other than the subject of the report.
9. **Certification of Legal Compliance:** Company acknowledges that it is **solely responsible for its own regulatory compliance with current federal and applicable state laws**, including California laws, in the ordering and use, for employment purposes, of Background Reports, and giving required notices in connection therewith. **Each time** Company orders a Background Report, it certifies that it will not use any information in the report in violation of any applicable federal or state laws, including, but not limited to, the Fair Credit Reporting Act "FCRA", the California Investigative Consumer Agencies Reporting Act "ICRA", the American with Disabilities Act "ADA" and equal employment opportunity laws or regulation.

Company agrees that although ASAP has provided forms that Company may use in connection with such compliance, ASAP makes no representation or warranty regarding the legal sufficiency of such forms, and **Company is responsible for making its own determination regarding such sufficiency and making any appropriate changes Company deems to be advisable. Company expressly releases ASAP from all claims and liability in connection with the use of such forms.**
10. **Payment Terms:** Company has agreed to pay ASAP's fees for Background Reports. (Schedule I). In addition, if state sales or similar taxes (together, "Sales Taxes") are applicable, Company agrees to pay such taxes. All ASAP fees and applicable Sales Taxes (if any) are payable within fifteen (15) days after invoice date. Overdue payments are subject to an additional charge of 1.5 percent per month (based on actual number of days elapsed) on all amounts that are not paid when due. In the event of a disputed charge on an invoice, Company shall notify ASAP in writing within fifteen days of receipt of invoice and any undisputed amount shall be paid within fifteen days of receipt of invoice. Upon agreement/clarification of the disputed amounts, if a balance remains, it shall be paid within ten days of the receipt of a corrected invoice if a correction is required. ASAP may suspend services to Company for delinquency in payments.

Company agrees to pay all collection costs and charges (including reasonable attorney fees) incurred by ASAP in collecting any amount owed to it hereunder, whether or not litigation has been instituted.



11. **Termination:** EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY, EFFECTIVE UPON 60-DAY PRIOR WRITTEN NOTICE TO THE OTHER PARTY. Termination of this Agreement shall not affect Company’s obligation to pay ASAP’s fees accrued prior to the termination date. In the event of any breach of this Agreement by Company, ASAP reserves the right to suspend providing Background Reports on Company Applicants/Employees until the breach is cured and ASAP receives adequate assurances the breach will not reoccur. Termination of this Agreement shall not limit a party’s right to seek remedies for the other party’s breach. Sections 12, 13, 14, and 15 shall survive any termination of this Agreement.

12. **Disclaimer and Release:** ASAP MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE ACCURACY, OR COMPLETENESS OF ANY BACKGROUND REPORT (OR ANY INFORMATION THEREIN). IN ADDITION, ASAP DOES NOT WARRANT THAT THE BACKGROUND REPORTS (OR ANY INFORMATION THEREIN) WILL BE FREE FROM ERRORS, WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, OR WILL MEET COMPANY’S NEEDS.

13. **Indemnity:** ASAP is an independent Company. ASAP does not assume any liability for Company's policies regarding Background Checks, Company's compliance with applicable federal and state laws; or the actions of Company's Applicants/Employees. Company Member agrees to defend, indemnify and hold harmless ASAP, and its company officers, directors, and employees, from any loss or damage resulting from or arising out of any alleged willful or negligent act on the part of the Company, including any breach of certification, representation, warranty, or agreement herein; or other failure to comply with any legal requirement in connection with ordering and using Background Reports. ASAP agrees to defend, indemnify and hold harmless the Company and its company officers, directors, and employees, from any loss or damage resulting from or arising out of any alleged willful or negligent act on the part of ASAP. Neither party shall be liable to the other party for any indirect, special or consequential damages of any nature, in connection with any Background Report or this Agreement, whether based on tort, negligence, or any other cause.

14. **Force Major e:** Neither party shall be responsible or liable to the other party for the failure or delay in performance of any of its obligations, if such failure or delay is attributable, in whole or in part, to any cause or circumstances beyond the reasonable control of such party, including, without limitation, computer or other transmission failures, and the unavailability of the information from the vendors used by ASAP to produce Background Reports.

15. **General Pro visions:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, and agreements of the parties with respect to such subject matter. No amendment to, or other modification of, this Agreement shall be binding upon either party unless executed in writing by both parties. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party. This Agreement is governed by California law. In the event of litigation involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs in addition to any other relief awarded.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date set forth above.

ASAP Drug Solutions, Inc. Representative:

Company Representative:

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



**Occupational Safety Councils of America**

455 E. Carson Plaza Drive, Carson, CA 90746

Tel: (562) 624-2720 Fax: (562) 628-9399

Once your Account Setup Form is completed please do one of the following:

1. Email completed and signed form to:  
[backgroundcheck@osca.com](mailto:backgroundcheck@osca.com)
2. Fax completed and signed form to:  
562-628-9397