

# TOWN OF WEST SENECA



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TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
WILLIAM P. HANLEY, JR.

TO: The Honorable Town Board

FROM: John J. Fenz, Esq.  
Town Attorney

DATE: May 19, 2015

RE: GDY, Inc. – Professional Services Agreement  
Background Checks and Drug Screens

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Kindly authorize the Supervisor to execute the necessary documents to enter into an Agreement with GDY, Inc. to perform background checks and drug screens for potential employees to be hired by the Town of West Seneca. The cost for a background check and drug screen is \$95.00 per employee.

MAY 21 2015

TOWN HALL 1250 UNION ROAD • WEST SENECA, NEW YORK 14224 • (716) 558-3252 • FAX (716) 558-0682

[www.westseneca.net](http://www.westseneca.net)



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PROFESSIONAL  
INVESTIGATION

1900 Ridge Road Suite 228  
West Seneca, NY 14224  
(716) 677-9300  
(716) 677-9301

**GDY Professional Investigation Client Service Agreement**

Legal Client Name:		Town of West Seneca	
Type of Entity (check one):			
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC/LLP/PC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other municipality			
Address:	1250 Union Road		
City:	West Seneca	State:	NY      ZIP: 14224
Phone:	716-558-3202	Fax:	
Contact:	Emily Josefiak	Title:	Secretary to the Supervisor
Website:	www.twsny.org	Email:	
Type of Business:		Fed ID:	

Agreement:

- Terms of Agreement.** This GDY Professional Investigations Agreement ("Agreement") is entered into between GDY Professional Investigations ("GDY Inc."), located in West Seneca, New York; and the Company identified above ("Client"). The Agreement shall continue until terminated in accordance with its provisions.
- Service Effective Date.** GDY Inc. will commence particular service on May 11, 2015. GDY Inc. assumes no responsibility for services prior to the Service Effective Date.
- Services to be Performed.** GDY Inc. will administer the process of Background Check Services, as well as Drug Testing Services, for an established list of Client employees as well as prospective employees. GDY agrees to:
  - Comply with all applicable laws in the preparation and transmission of the reports for employment purposes as defined in 15 USC-1681 as regulated by the Federal Trade Commission.
  - Follow reasonable procedures to assure maximum possible accuracy of information reported subject to paragraph 2-c below, and to re-verify if requested by Client or their applicant, with no additional charge if original information was inaccurate.
  - Maintain all information on each background check for a period of not less than two years as required by law.

The Client agrees to:

- Keep all reports, whether oral or written, strictly confidential, and except as required under 15 USC-1681d, shall not divulge the information to any other person, except the person whose duty requires him to participate in the decision for the transaction for which the report was ordered.
- To request no information, especially Consumer Credit Reports for use other than for employment purposes and to obtain and retain a proper signed release and authorization from each applicant.
- To recognize that information in reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged, GDY cannot be an insurer or guarantor of the accuracy of the information reported, but that GDY will provide the maximum degree of accuracy possible, under the circumstances. Client hereby releases GDY and its affiliates, officers, agents, employees and contractors from liability from claims arising out of inaccuracy and/or incompleteness of the information reported and any errors and omissions that may occur in the processing of the information.

- d) That GDY is not rendering a decision of whether to employ applicant or not. That decision is solely based on the Client's own criteria.
- e) Make every reasonable effort to safeguard and secure all information provided by GDY, as well as all supporting documentation.

4. **Payment of Fees.** Client shall pay the fees for all GDY Inc. services per month and the setup fees when due (collectively "Fees").
5. **Termination.** The initial term of the Agreement is one (1) year from the Service Effective Date. After the initial one-year term, except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Termination of the Agreement shall not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations for services received.
6. **Indemnification.** Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the indemnifying Party or from any breach of the Agreement by the indemnifying Party.
7. **Fax signature.** The parties agree that Client's signature on this Agreement may be transmitted to GDY Inc. via facsimile, or e-mail, and that such faxed copy(ies), or e-mail(s), shall have the same force and effect as if the original signature had been provided and received.
8. **Miscellaneous.** The Agreement contains the entire understanding of the parties. Neither party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by GDY Inc. or Client which are not set forth in the Agreement. If any provision of the Agreement or any portion thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired. Sections 3-24 shall survive the termination of the Agreement.

**Pricing:**

**Background Checks**

National Background Check to include a nationwide check as well as up to 3 Counties in New York State... \$50.00

- Each additional county check is an additional \$10.00.

National Background Check to include a nationwide check as well as ALL counties in New York State..... \$90.00

**Drug Testing**

10 Panel Drug Test.....\$47.50

10 Panel drug test tests for the following:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Opiates
- Marijuana (Cannabinoid)
- Methadone
- Methaqualone
- Phencyclidine (PCP)
- Propoxyphene

Should drug test be Positive, fee for additional lab work.....\$50.00

**Method of Payment:**

Check                       ACH                       Other \_\_\_\_\_

Payroll

\* Billing occurs monthly

Client

GDY Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Ronald Wishman

Title: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

Date: 04-17-15