

This Screening Policy ("Policy") governs all background screening services ("Screening Services") provided by Background Research Solutions, LLC ("we", "us", "our", "BRS", "Authorized Agency"). You ("you", "your") must agree to the terms outlined in this Policy before you can use the Screening Services.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE
BACKGROUND RESEARCH SOLUTIONS, LLC.

1. General Terms

1.1 Our Service Capacity

- a. Background Research Solutions, LLC is a private, "Authorized Agency" of the Office of the Louisiana State police within the Department of Public Safety and Corrections (sometimes the "Bureau"). BRS is authorized by the Bureau to conduct criminal history checks in accordance with La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq. The services to be performed by BRS pursuant to this service include requesting, procuring, and transmitting to the Client those records which are provided by the Bureau and those provided from the United States Department of Justice, National Sex Offender registry (sometimes collectively the "searching agencies") and none others.
- b. Background Research Solutions, LLC is a private, "Consumer Reporting Agency" or "CRA" as defined in 15 USC 1681; therefore, the Client shall not request any searches which are not authorized by law. BRS pursuant to this service includes requesting, procuring, and transmitting to the Client those records which are provided to and derived solely from public records which may include, but not limited to various federal / national / state criminal and civil courts and databases records, federal / state medical exclusion databases, state certified nursing assistant registry, national / state sex offender registries, state motor vehicle and driver status reports, social security address history trace, federal and state security watch lists, credit / tenant reporting agencies, contracted vendors for education, employment, professional license verification, and proprietary database records of any kind or manner, and substance abuse screening (sometime collectively "CRA searching agencies").
- c. Background Research Solutions, LLC is a private, "Background Screening Company" providing Non-Consumer Reporting or Authorized Agency service for Non-licensure/Pre-admission student screening. BRS pursuant to this service includes requesting, procuring, and transmitting to the Client those records which are provided to and derived solely from public records which may include, but not limited to various national / state criminal databases records, federal / state medical exclusion databases records, state certified nursing assistant registry, national / state sex offender registries, driver status reports, address history trace, federal and state security watch lists, contracted vendors for proprietary database records of any kind or manner (sometime collectively "screening searches").

1.2 Information Security Requirements

Unless you are an individual obtaining your own personal Screening Report, you must abide by the following information security requirements about the Screening Reports you obtain from BRS:

- a. Implement appropriate physical, logical, and procedural security controls to ensure that only authorized individuals with a legitimate business need can access any Screening Reports you obtain.
- b. Only access Screening Reports from authorized devices that are secured with a password or passcode. Public or shared computers may not be used to access Screening Reports.
- c. Ensure that physical copies of Screening Reports are securely shredded or otherwise destroyed once they are no longer needed and applicable data retention requirements permit destruction, such that the document cannot be practically read or reconstructed.
- d. Ensure that digital copies of Screening Reports are securely deleted once they are no longer needed and applicable data retention requirements permit destruction, and that electronic devices used to store digital copies of Screening Reports are securely erased, overwritten, or scrambled such that the deleted files cannot be practically read or recovered.

1.3 Additional Disclosures

If you reside in, or are seeking work in any of the following states, please review these additional notices:

California: You have the right to view your file that a Consumer Reporting Agency holds. By providing proper identification and duplication cost, you may obtain a copy of this information in person at the Consumer Reporting Agency's regular business hours and after providing reasonable notice for your request. Additionally, you can make the same request via mail or over request a summary of the file over the phone. The Consumer Reporting Agency can assist you in understanding your file, including coded information. You can have one additional person accompany you so long as they provide proper identification.

Maine: You have the right to ask and know whether a company ordered a background check on you. You can request the name, address, and telephone number of the nearest Consumer Reporting Agency office. Your request will be processed and sent to you in 5 business days.

Massachusetts: You have the right to obtain a copy of any of your consumer reports that your company has ordered on you by contacting the Consumer Reporting Agency for a free copy.

New York: By submitting a written request, you can learn whether a company has run a background check on you. You can inspect and order a copy of the report by directly contacting the Consumer Reporting Agency. If you have been convicted of one or more criminal offenses, you can request the company to provide a written statement declaring the reasons for the refusal of hire. This statement must be provided to you within 30 days of your request.

Washington State: After submitting a written request and waiting a reasonable amount of time after receiving the disclosure, you have the right to receive a complete and accurate disclosure of the nature and scope of any "investigative" consumer reports requested by an agency. The Washington Fair Credit Reporting Act requires Consumer Reporting Agencies to provide you a summary of your rights and remedies upon request. Any information requested by a company that deals with credit worthiness, credit standing, or capacity is justified in order for employers to evaluate whether you present a risk for theft or dishonest behavior for the job you are being considered for.

2. Employment Screening Policy

2.1 Applicability and Permissible Purpose

Section 2 of this Policy applies to any Screening Reports that you obtain for employment purposes, as that term is defined in the FCRA or in accordance with La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq. You certify that:

- You are obtaining Screening Reports for the legally permissible purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee; and
- You will not use Screening Reports obtained for employment purposes for any other purpose, regardless of whether or not that purpose is permitted under the FCRA or with La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq.

2.2 Usage Restrictions and Requirements

You acknowledge that when you obtain Screening Reports from BRS, you are a "user" of consumer reports under the FCRA, La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq. and any other applicable state law ("End User"), and you agree that you are fully responsible for identifying and complying with all End User responsibilities under the law. You shall use the Screening Reports solely as an End User and may not resell or modify.

When obtaining a Screening Report for employment purposes, you agree to the following requirements:

- a. You must base all of your evaluation and eligibility decisions and related actions on your own policies and procedures and not rely on BRS for and nor shall we render legal advice regarding your employment decisions. You acknowledge that any consultation, training and sample forms which may be provided by BRS are provided for informational purposes only, and that BRS is not providing legal advice. You further acknowledge that BRS advises representatives of business entities to consult experienced counsel to ensure compliant procurement and use of Screening Reports in connection with their screening program.
- b. You must ensure that prior to obtaining a Screening Report for employment purposes: (i) you have made a clear and conspicuous disclosure in writing to the consumer, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes and (ii) the consumer has authorized in writing your procurement of the Screening Report.
- c. In using a Screening Report for employment purposes in accordance with La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq., before taking any adverse action based in whole or in part on the Screening Report, you shall provide to the consumer to whom the Screening Report relates: (i) a copy of the Screening Report; (ii) provide the consumer with a notice that includes the name, address, and telephone number of BRS and a statement that BRS did not make the decision to take pre adverse action and is unable to provide information with specific reasons as to why the pre adverse action was taken; and (iii) allow an opportunity to correct and/or otherwise clarify such information by conducting a right to review with Louisiana Bureau of Criminal Identification and Information within the Department of Public Safety and Corrections, Office of the State Police.
- d. Except for Louisiana State Regulated Screening Report, under Section C., in using a Screening Report for employment purposes, before taking any adverse action based in whole or in part on the Screening Report, you shall provide to the consumer to whom the Screening Report relates: (i) a copy of the Screening Report; (ii) a description in writing

of the rights of the consumer under the FCRA, as prescribed by the Consumer Financial Protection Bureau under FCRA §609(c)(3) (the “Summary of Consumer Rights”), and any other notices required by applicable law; and (iii) provide the consumer with a notice that includes the name, address, and telephone number of BRS and a statement that BRS did not make the decision to take pre adverse action and is unable to provide information with specific reasons as to why the pre adverse action was taken.

- e. After providing the consumer with the pre-adverse action disclosure described in the above paragraph, and after you have given the consumer reasonable time to dispute the information contained in their Screening Report, you will, if intending to take adverse action, send the consumer a follow-up notification that you are taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report.
- f. You agree that as a regulated consumer reporting agency and an authorized agency, BRS may conduct reasonable periodic audits of your compliance with these Terms. You must keep and maintain for a minimum period of five (5) years all consumer consent forms and pre-adverse and adverse action notices, and you shall, upon reasonable advance notice, during normal business hours, make available to BRS such records and other related documentation reasonably requested by us to ensure compliance.
- g. Customer agrees that it will not use consumer information in violation of any state or federal law, including equal employment opportunity laws.

3. Non-Employment Screening Policy

3.1 Applicability and Permissible Purpose

Section 3 of this Policy applies to any Screening Reports that you obtain for non-employment purposes. You certify that:

- You are obtaining Screening Reports for the legally permissible purpose of (i) a legitimate business need in connection with a business transaction initiated by the consumer to whom the report relates, as provided for in 15 U.S.C. § 1681b(a)(3)(F)(i), or (ii) in accordance with the written instructions of the consumer to whom the report relates, as provided for in 15 U.S.C. § 1681b(a)(2) ("non-employment purposes");
- You will only use Screening Reports for the permissible purpose that you certify, regardless of whether any other use is permitted under the FCRA.
- Prior to obtaining a Screening Report for non-employment purposes, you have received from the consumer clear and specific written instructions to conduct a background investigation of their criminal history and/or other public records, and such written instructions clearly authorize your procurement of a Screening Report; and
- You will retain the consumer's written authorization in a perceivable form for a period of five (5) years and will present such documented authorization to Inflection upon request.

3.2 Usage Restrictions and Requirements

You acknowledge that when you obtain Screening Reports from BRS, you are a "user" of consumer reports under the FCRA, La. R.S. 40.1300.51 et seq. and LAC 55:201 et seq. and any other applicable state law ("End User"), and you agree that you are fully responsible for identifying and complying with all End User responsibilities under the law. You shall use the Screening Reports solely as an End User and may not resell or modify.

When obtaining a Screening Report for non-employment purposes, you agree to the following requirements:

- a. You must base all your evaluation and eligibility decisions and related actions on your own policies and procedures and not rely on BRS for and nor shall we render legal advice regarding your eligibility decisions. You acknowledge that any consultation, training and sample forms which may be provided by BRS are provided for informational purposes only, and that BRS is not providing legal advice. You further acknowledge that BRS advises representatives of business entities to consult experienced counsel to ensure compliant procurement and use of Screening Reports in connection with their screening program.
- b. You will comply with the prescribed adverse action procedures described in Section 1681m of the FCRA, as applicable. This includes, but is not limited to, the requirement that if you take any adverse action with respect to a consumer that is based in whole or in part on any information contained in a Screening Report, you will (i) provide the consumer with a notice of the adverse action that includes the name, address, and telephone number of BRS, a statement that BRS did not make the decision to take adverse action and is unable to provide information with specific reasons as to why the adverse action was taken, and informs the consumer that they have a right to obtain a free copy of their Screening Report to dispute the accuracy or completeness of the information; and (ii) provide consumers with a copy of any Screening Report used with respect to any adverse action you take against that consumer.

4. Individual Screening Policy

Section 4 of this Policy only applies to individuals who (i) are obtaining their own Screening Report from BRS, and (ii) are not already entitled to a free copy of their Screening Report from BRS.

4.1 FCRA Written Instructions

You acknowledge that you are providing us with “written instructions” authorizing us to obtain your consumer report pursuant to the Fair Credit Reporting Act (“FCRA”).

4.2 Your Rights Under The FCRA

You acknowledge receipt of the document titled [A Summary of Your Rights Under The FCRA](#). You further acknowledge that you have the right to dispute the contents of the consumer report we compile for you and can do so by submitting a [Consumer Dispute Form](#) to apply2check@br-solutions.net.

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