BSAAP Standard Proposed Revisions
Comments submitted during Public Comment Period
October 9, 2017 – November 8, 2017

Below is a list of comments received in response to the proposed BSAAP Standard changes. All comments were submitted during the Public Comment Period from October 9, 2017 – November 8, 2017.

Clause	Comment	BSCC Response to Submitted Comments
Information Security		
Section 1	• Since NAPBS has provided an outline of Information and Technology and Security Policies it would make sense to offer samples of outlines of how to create other required policies in relation to the accreditation standard. As a group having these available for members would only strengthen our association and speak to the industry following standards.	• This suggestion will be forwarded to the Best Practices and Educational Resources Committees.
1.1	• This is vague on what current security certification is required and what those details would be; looking for internal or external scan certifications? • The size of the CRA should be taken into consideration on whether the agency should have to obtain certification and/or obtain written evidence through an audit by a qualified security assessor. It is financially challenging for small CRAs to even be accredited by NAPBS and then you want them to get another certification and/or audit. You should be trying to get smaller CRAs accredited without making it costly for them, so they can be at a higher professional	• The language in this clause is under further review. • A clarification was made, as noted in the *Attributes of and Suggestions for Onsite Audit* column, that a qualified independent audit is acceptable. (An independent audit is also likely to have a lower price point.) The ISO, SOC, EI3PA, and NIST certifications are examples but

	standard. This Clause is important and is great for larger and financially sound CRAs but will be very difficult for smaller CRAs who are trying to compete with these larger CRAs. It is recommended that CRAs who have a certain lower level of volume or budget be able to provide evidence that they are in compliance with minimal security standards through internal staffing means without the need to pay the high price of a certification or audit by a qualified security assessor. I think a properly conducted internal audit with evidence of certain controls will be sufficient to meet this Clause. • As we have been looking further and further into the Security Certification we are being quoted an annual cost of $10,000-$20,000 for this certificate. My primary job when hired was to get our company up to standard to become accredited ASAP. With the cost for accreditation having already been upped recently, this additional cost would not make the process reasonable for us anymore.	are not required. • The BSCC recognizes the financial impact of security for CRAs, but believes security (as evidenced by an independent auditor) is a critical CRA requirement.
1.2	• Could not easily locate the NAPBS document that is referred to in the Clause, need to have that more readily available to ensure the criteria can be met; define how to provide evidence of adherence to this policy • Section 1.2 would require a CRA's overarching information security policy to address, at a minimum, the security elements identified in the most recent version of "NAPBS Information Technology and Security Policies and Procedures – Outline 2015" document. The outline includes reference to several addendums such as an "initial user set-up form", "vendor non-disclosure agreement" and "acknowledgement for new hires" (awareness, permissible use, etc.).	• The language in this clause is under further review. • The search function of the document, *NAPBS Information Technology and Security Policies and Procedures – Outline 2015 or latest version thereof*, referenced in the attributes has been updated on the NAPBS website and added to the Accreditation Download Center. • A clarification was made that the individual/s responsible for implementing, managing and enforcing the information security policy could be internal or contracted outside the organization.

	It is unclear if the intention of this Clause is to ensure any policy has *at least* the addendums listed. If that is the intent, this may require CRAs to re-write their information security policies to address those types of topics when they are likely covered elsewhere in a separate policy or function. Indeed, it is a legitimate question to wonder whether an item such as a vendor non-disclosure agreement actually belongs in an information security policy in the first place. We request that this Clause be re-written to allow CRAs to meet this standard if these types of issues are addressed in other policies and procedures outside of the information security policy.	
	• Previously, this referred to 5 areas. Now it refers to another document, "NAPBS Information Technology and Security Policies and Procedures—Outline 2015 or latest version thereof." This document is not found by using the search function on the NAPBS website. In any event, rather than referring to another document, that may periodically change (and therefore change the audit criteria), I would outline in the clause the overall areas to be addressed as done in the previous standard and if this needs to be amended in the future, modify the standard.	• Please see earlier responses to this clause.
	• Must a CRA using a platform provider designate an internal employee responsible for overall information security program? I would assume so, but wanted clarification.	• Yes; someone within the CRA organization must hold responsibility for the security program.
	• In the event the "NAPBS Information Technology and Security Policies and Procedures" are only as stringent as or less stringent than what is required for certification under proposed clause 1.1, we believe this requirement is redundant to 1.1.	• Clause 1.1 deals with the requirement for an independent security audit, while 1.2 requires a written security policy. The BSCC see these as distinct from one another.
	• Should proposed Clause 1.1 (Information and Security Certification) be accepted, Proposed Clause 1.2 should apply only in the event the	• If a written security policy is a requirement

	CRA does not have one of the following certifications/audits: 1) ISO 27001:2013, 2) SOC 2 (Type II), 3) EI3PA, and 4) NIST SP 800-37 and NIST SP 800-53 rev 4. Additionally, please make "NAPBS Information Technology and Security Policies and Procedures" easily accessible on the website. I could not find the document on the accreditation download portal or anywhere else on the site.	of an independent security certification, that same policy will likely suffice for Clause 1.2. A comparison of the policy to the requirements of "NAPBS Information Technology and Security Policies and Procedures" should be made to ensure alignment. • Please see earlier responses to this clause.
1.3	• This is covered in a variety of other ways in other clauses, should be a way to consolidate to avoid duplication of requests and supporting documentation requested; define how to provide evidence of adherence to this policy • Verification for Onsite Audit - "CRA workers dealing with consumer information must be able to...provide evidence of adherence to such procedures." Can this be clarified? Will this require individual employees to provide proof of their own adherence? Or, instead, is this amendment requiring individual employees to provide proof that the organization imposes this policy at large (i.e. by training employees on the policies and informing them where to access information addressed in the policies, etc.)? • This Clause should just focus on having someone assigned to information security, such as a responsible person, and that the agency will have a security policy. It is redundant with 1.3 Data Security, which has all of the information security procedures. Specifics of what the agency will do to protect information and be secure should be addressed in 1.3 Data Security. It's not necessary to have 2 different Clauses asking for similar items.	• The language in this clause is under further review.
1.6	• Clause 1.6 would require CRAs to demonstrate secure access protocols by workers and authorized client users which includes, but is not limited to, strong passwords, biometric identification and multi-factor authentication. We recognize the legitimacy of these	• The language of this clause will be edited for clarity as it is not the intent to require all elements.

	requirements; however, the way the language is written it could be interpreted that all three are required. Biometric identification in particular is not viewed, to our knowledge, as a standard best practice within the industry. We request that this Clause's requirements be re-written to note that CRAs can be in compliance by using strong passwords, biometric identification and/or multi-factor authentication to make it clear that not all three are required. • Concern about the phrase that this 'must include bio-metric identification and multi-factor identification' for both clients and	• Please see earlier response to this clause.
1.8	• There's always concern among CRA's that an auditor will walk around, tap someone on the shoulder, and interview them to ascertain compliance. Very scary for a newly tenured employee, also scary for a CRA to feel overall accreditation can come down to something like this. Historical solutions have been to certify understanding via signatures (at completion of employee training) or signatures collected from employees when processes change. Also, when we went through ours, we understood that these interviews would not happen below the "Department Manager" level. Not sure what the current protocols are. This feedback applies to any other Clauses where "CRA workers may be interviewed." *Requirement CRA's ensure Vendor compliance*…This could create an unintentional side effect of accredited CRA's only working w/ vendors who follow accreditation standards. This isn't an awful idea and one I generally favor. However, CRA's determining or creating compliance (cajoling vendors to change their business practices or else) could be an arduous process. It could also consolidate vendor fulfillment, unintentionally creating TAT bottlenecks for those CRA's utilizing fewer wholesalers and more local researchers. Perhaps gaps in this Clause (among vendors) should be covered by	• The BSCC believes it is important that all CRA workers, regardless of tenure, understand physical security policies and procedures. When unsure, the CRA workers may inquire with his/her supervisor, designated expert, or access the policy and procedure documentation to look to or reference in his/her response. • This clause deals with protection of consumer information, regardless of where held and therefore felt it was important to keep.

	an E&O policy or other suitable insurance policies. At the end of the day, I like the requirement, I don't think it's that arduous, and most researchers probably have this. I will vote for it as written. I'm mentioning this just from the vantage point of someone who ran an Accreditation submission and had to do things like this w/ our researcher network.	
1.10	• Define how to provide evidence of adherence to this policy beyond the policy itself that must be signed off on by employees	• Evidence would include awareness of policy by CRA workers and no workers being observed actually browsing. • This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program.
1.11	• Clause 6.8 Document Management covers Clause 1.11 Record Destruction. It is not necessary to have Clause 1.11 Record Destruction. It is redundant. It is recommended to move 6.8 Document Management to Clause 1 on Information Security or just move it to Clause 1.11. You can combine the attributes of both of these Clauses. • More time to meet this Clause would be greatly appreciated.	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. • Clause 1.11 is focused on consumer information, while Clause 6.8 is focused on retention of data.
Legal and Compliance		
2.1	• Clause says you can only show compliance via a handbook or employment agreement (which many companies do not have), this should be more general to allow for other ways to show compliance (i.e. training or other documentation) • Clause 2.1 and 6.9 are technically the same. It is recommended that they be combined, such as combining and moving 6.9 Employee Certification with 2.1 Compliance with Law Regulation. • These methods to inform seem overly restrictive and not the best	• The language in this clause is under further review. • The clauses are separate because 2.1 addresses CRA compliance with law and regulation and 6.9 addresses CRA workers certifying they will comply. As noted above, the language of the entire clause is under review. • Alternate methods will be evaluated as

	methods to ensure that employees are informed of their obligation given that these are not documents regularly accessed by CRA workers. For the compliance requirement, perhaps the methods could include a third option: "or (3) inclusion in online document repository where CRA operational policies and procedures are made available to employees." The reference to compliance leaders should be stricken, as it makes no sense to put who the chief compliance officer of the company is in the employee handbook, or to amend all employee's employment agreements. Proposed revision: *CRA must provide documentation describing how CRA workers are informed of compliance requirement. Methods to inform CRA workers must include at least one of the following: 1) inclusion in CRA worker employee handbook, or 2) inclusion in CRA-CRA worker employment agreement, or 3) inclusion in online document repository where CRA operational policies and procedures are made available to employees. Auditor will seek evidence of adherence to policies and procedures, or 4) equivalently effective method.*	part of the aforementioned review.
2.2	• Clause says the authorized person must be NAPBS FCRA Advanced Certified or a JD – not all orgs have people that can have someone with one or both of these, it is also asking that they now be made available in person during the on-site, that is overly burdensome for larger orgs with multiple office locations and a national (or global) workforce • Even though this is not applicable to us, on the staff requirement of FCRA Advanced Certification it seems if you have experienced individual(s) with required processes in place, then it should not be required that they have the advanced certification. If a company was hiring/promoting a new compliance leader would that person have to take the FCRA Certification before they started in their role?	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. The BSCC believes a JD or Advanced FCRA certification is an appropriate and achievable demonstration of commitment to FCRA compliance expertise. The FCRA Basic and Advanced Certification Courses are offered on-line and the FCRA Advanced Certification is also being offered at NAPBS conferences. Course information is available on the NAPBS website.

	• In addition to the FCRA Advanced Certification or a JD, three years of CRA compliance experience should be added as qualifying. • This is a good clause *[referring to Clause 6.3]* and I would recommend changing clauses 2.2 and 2.3 audit criteria to that in this clause rather than requiring the law degree or NAPBS Advanced certification • It seems that Clause 2.2, 2.3, 2.4, and 6.13 could easily be combined into one Clause for a person or person(s) assigned to these duties. They all have the same language and focus on a compliance person. You would just need to note the requirements of each one of these topics in a single Clause. • Our company objects to the new requirement in Section 2: Legal and Compliance, Clause 2.2: Federal Consumer Reporting Law that makes NAPBS Advanced FCRA Certification a mandatory requirement for non-attorneys who are responsible for the CRA's compliance with the FCRA. We submit that there needs to be a reasonable alternative for those in the industry that have an equivalent or greater capability based on their level of experience.	• While valuable, a 3-year requirement could prevent a CRA from becoming accredited. (Consider a situation of a JD graduate with two years of experience not meeting clause requirements.) Instead, the path of JD or Advanced FCRA certification was chosen. • See earlier responses to this clause. • The BSCC notes the similarity of clauses 2.2, 2.3, and 2.4 and will evaluate the feasibility of combining. Clause 6.13, however, addresses the need for one person to hold overall responsibility for CRA Accreditation. • Please see earlier responses to this clause.

	In my company's case, our Vice President of Strategic Growth, who has 25-years of industry experience would not qualify for an FCRA compliance role as the Clause is currently written. Our Executive Vice President, a licensed private investigator who has worked hand-in-hand with an attorney on compliance matters for 17-years would not be qualified. In my case as President, I would not qualify despite my 30-years of experience working in compliance roles in FTC regulated businesses, with the last 20-years in CRA executive management positions with direct FCRA, state, and local law compliance responsibility. Beyond our company, there are certainly other CRA's with non-attorneys on the leadership team who would be well qualified for the compliance role based on their experience. Our company believes, submits and requests that those with "X" years of direct FCRA compliance responsibility should be deemed to be qualified for the compliance role defined under Section 2. Clause 2.2, and anywhere else FCRA Advanced Certification would be the basis for a qualification. We think that 5-years would be a reasonable minimum for the direct experience requirement.	
2.3	• Clause says the authorized person must be NAPBS FCRA Advanced Certified or a JD – not all orgs have people that can have someone with one or both of these, it is also asking that they now be made available in person during the on-site, that is overly burdensome for larger orgs with multiple office locations and a national (or global) workforce • In addition to the FCRA Advanced Certification or a JD, three years of CRA compliance experience should be added as qualifying.	• Please see earlier responses to clause 2.2.It was deemed appropriate that the CRA must make this person available in-person, as stated in the *Potential Verification for Onsite Audit* column. • Please see earlier responses to clause 2.2.
2.4	• Driver Privacy Protection Act – this clause refers to the DPPA, a federal law that applies to State departments of motor vehicles, and any officer, employee, or contractor thereof and their discloser of personal information. Could this clause be revised to show exactly what standards will be applied to the CRA's responsibilities surrounding the DPPA?	• The language in this clause is under further review. • Clause 2.4 will be made more consistent with clause 2.5 in regard to language including "in person, phone or signed affidavit (2.4)" and "in person" (2.5).

2.5	• Clause states an affidavit is no longer acceptable, but that the responsible party be available in person or via the phone during the on-site, that is a little burdensome for larger orgs with multiple office locations and a national (or global) workforce • Driver Privacy Protection Act – this clause refers to the DPPA, a federal law that applies to State departments of motor vehicles, and any officer, employee, or contractor thereof and their discloser of personal information. Could this clause be revised to show exactly what standards will be applied to the CRA's responsibilities surrounding the DPPA and also list specific states to comply with?	• The language in this clause is under further review. • Clause 2.5 will be made more consistent with Clause 2.4 in regard to language including "in person, phone or signed affidavit (2.4)" and "in person" (2.5).
2.7	• Clause says you need to make available the person who would be responsible for providing notices during the on-site – it is not usually a single person and should reflect the policy or procedures and not just a person • Clause 2.7 would now require CRAs to obtain "signed acknowledgement" from each client that they received each of the three prescribed notices. CRAs are not legally required to have this language in their signed client agreements and can provide this information in a number of formats. Therefore, it is unclear why this is a necessary function. Further, it is unclear if the requirement to receive a "signed acknowledgement" could be met via a returned email from the client or if it must be a formally signed document. Some companies cannot formally sign or even acknowledge receipt or compliance with any documentation until it is reviewed by their legal counsel which for some companies is a time-intensive process and an administrative burden. We request the signed acknowledgement requirement be removed from the proposed Clause. The benefit gained to imposing this additional step is unclear especially considering the additional burden this would place on CRAs and our clients.	• The language in this clause is under further review. • The language in this clause is under further review. A "signed acknowledgment," however, could also be in the form of an electronic click or other electronic means.

	• Under Attributes it says "must obtain signed client acknowledgement of receipt of required notices". The FCRA does not require a signature, we must only obtain certification which can be accomplished without a signature. The signature requirement is unnecessary and is not part of a standard business practice as many CRA's receive certifications through a screen where the user by clicking agree certifies receipts. Or in some cases, when first using the system the user ID and password email includes the notices and by accessing the system they are certifying they have received their notices. So many other ways to certify rather than 'signature'	• See previous comment.
2.8	• Requiring a procedure for obtaining an agreement is not clear and may be overreaching – if you have agreements and see agreements that should provide the evidence needed to fulfill the requirement; vague on how one is expected to demonstrate 'knowledge' on when to activate (and not activate) a client/user • This proposed section requires the CRA's agreement with the client to contain an assertion that the client will comply with applicable international law and regulation if consumer report information will include information from outside the U.S. Most agreements likely contain language requiring the client to "comply with all applicable laws and regulations". Arguably this language would then cover international laws since they would be applicable if the consumer report information includes information from outside the U.S. Additionally, it is our understanding that the accreditation program addresses screening within the U.S. only and not compliance or policies associated with international screening. It is hard to then understand why an international component should be required as part of this particular section. We request this Clause be re-written to allow for contractual language that requires compliance with all applicable laws and regulations.	• The language in this clause is under further review. • The language in this clause is under further review for inclusion of "international law and regulation" or similar.

	• *I think the requirement of this language in the user agreement should not be required: "…and that client will comply with applicable international law and regulation if consumer report information will include information from outside the U.S" Employers, CRAs and attorneys who specialize in our field have difficulty keeping up with U.S. Federal, State, County and Municipal laws and regulations. When an employer (client) orders a criminal record or reference check from anywhere in the world (which for domestic firms is the exception rather than the rule) it is somewhat unreasonable to require their contractual agreement to first know of, and then comply with, every law and regulation in the world.	• See previous comment.
	• Clause states 'international law/regulation if procured consumer reports will include information from outside the U.S.'. This might have an unintended consequence to CRA's who in the past have not had the 'international law/regulation' wording in their agreements. Although newer agreements might have the 'international' language, will the CRA be required to have all new agreements with their end users? Even if a CRA does not handle an international location there are times the CRA might have an international verification or limited criminal searches. Seems unnecessary for previous agreements, perhaps a requirement that all contracts from a stated date have the international language included. We shouldn't require CRA's to receive updated agreements every time the BSCC changes the Standard. It puts the CRA in an untenable situation.	• See previous comment.
	• This clause, as well as its predecessor version, implies or assumes that a CRA can only comply with § 1681b through the mechanism of	• It was not the intent to require a "contract." (The clause does not use the

	a written contract. Quite simply, the FCRA does not mandate this. One of the vehicles may be through a contract; however, there are other equally valid, legal and appropriate methods besides a contract. For example, a CRA may require an end-user to sign a written document that says, "I affirm my permissible purpose is employment purposes." Or it may say, "I affirm that I have furnished a clear and conspicuous disclosure, I have secured the consumer's written authorization to procure a consumer report, and I will engage in the pre-adverse action process if it becomes applicable." In this particular instance, our accreditation standard should not impose an obligation that is greater than what is imposed by the FCRA. If a CRA can furnish a signed, written affirmation from an end-user, leaving the contract to handle the usual "meat and potatoes," then the CRA should be deemed in compliance with Clause 2.8. We recommend modifying this clause to clarify that a "written affirmation" or "written certification" from the client complies with this clause. (*Cf.*, Clause 4.3.) (Please note: we previously raised this issue with the BSCC, which provided an informal discussion response on or about June 14, 2016. In that response, the BSCC stated that any "signed document will necessarily result in some form of an agreement." While we agree with this observation, it has been our experience that the auditor retained by the BSCC does not appreciate this observation and requires the FCRA certifications to be contained in a bilateral, full-fledged contract, containing all the usual non-FCRA terms and conditions. We ask for clarification of this Clause for the sake of responding to the auditor. It is our position that submission to the auditor of a signed written, detailed affirmation of compliance with the FCRA from the customer should constitute demonstration of compliance with this Clause.) Additionally, the Attributes column now requires CRAs to obtain a written agreement from an end-user that it will comply with applicable international law and regulation if a consumer report	term.) An agreement, affirmation, certification, or a signed document is acceptable. Clause language will be reviewed for clarification.

	includes information from outside the U.S. While we do not object to this clause in the abstract, we object to its apparent retroactive effect. Many CRAs have thousands of contracts in place that may not have this exact language. It is not commercially reasonable to require CRAs to redo their contracts every time NAPBS updates the Standard, especially if the auditor will not accept a signed written affirmation as compliance with this Clause. • We believe a statement that the End-User agrees to meet the requirement of all applicable laws should be sufficient, which includes international law/regulations if procured consumer reports that include information from outside the US. Having to list everything is not practical and providing a partial list is also problematic as it is something that changes through time.	• Please see earlier responses to this clause.
2.9	• A written procedure for telling a client with a question to seek legal counsel is overreaching, if the agreement states the CRA is not acting as legal counsel and can demonstrate other examples of when that is conveyed to a client that should satisfy the requirement; this is very similar to 3.2	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program.
2.10	• By removing the ability to use sample docs as proof of the policy or informing the client of their responsibilities, it removes a common way to re-iterate that these are a client's responsibility and requires a procedure beyond providing that information via an agreement or samples available upon request or publicly • Request for clarification - please clarify whether this Clause applies only to forms/documents required by law, or if it applies also to forms/docs required by vendor policy/procedure • Clause 2.10 and 2.11 can be combined into one. They are essentially the same Clause. However, if you are referring to other documents or forms in 2.10 then you should state what those are if they differ	• It was not the intent of the BSCC to remove sample documents as proof of policy. The language of this clause will be reviewed for clarification. • The clause refers to any specific form or document required to complete a specific search. If a form is required in order to complete a search the CRA must have a procedure to inform client of the requirement. • Clause 2.10 addresses the need for the CRA to make available forms provided by a third party which are needed to complete

	from 2.11. • We recommend providing examples of the types of searches contemplated by this clause, e.g., certain MVR searches.	a specific search (such as a driving record check in PA). Clause 2.11 specifically addresses disclosure and authorization as required by FCRA. • Please see earlier responses to this clause.
2.11	• Clause is requiring a written procedure but often times this is covered by the agreement w/o having that listed in a procedure doc • *99% of the user agreements I've seen include wording similar to: Customer represents that prior to requesting a Report for employment purposes, Customer will: (i) disclose to the individual who is the subject of the Report that a consumer report may be obtained; (ii) (ii) obtain, except as otherwise permitted by law, the written consent of the individual allowing the obtaining of the consumer report Few user agreements contain the specific "…in a document consisting solely of the disclosure (or combined disclosure and authorization)." Will the user agreement be required to have the "…in a document consisting solely of the disclosure (or combined disclosure and authorization" specific language? I would advise against a requirement that this modifier be required to be in the user agreement. • Under Section III(a) of the Notice to Users document, proposed requirements are already disclosed. An acknowledgement of receipt	• The language in this clause is under further review. • It was not the intent to prescribe exact language. As noted above, the language of this clause is under further review and will be clarified.

	of this document should suffice, without an actual signature (i.e. checking a box indicating this notice has been received should meet the Clause). • We recommend adding the phrase "for employment purposes" at the end of the first sentence in the Clause.	• An acknowledgement via a checkbox or other electronic means is acceptable. Language will be modified to clarify. • The BSCC notes that the BSAAP Standard is currently written only for employment screening purposes.
2.13	• (3) 5 days - business or calendar? (5) Advise consumer if dispute is frivolous - require the CRA have a process for determining this? • In the Attributes column, we recommend changing the term "information provider" under item (3) to "consumer reporting agency." This tracks language found in section 1681i(f).	• The language of this clause is under review to mirror the language found in the FCRA, namely 5 business days. • The FCRA requires informing the consumer if a dispute is deemed frivolous, but does not specify how such a determination should be made. Such a decision is at the discretion of the CRA to determine and/or develop a policy to evaluate. • The language of this clause is under review to mirror the language found in the FCRA, namely furnisher of information.
2.14	• This section would require CRAs that use a nationwide database to verify the information at the source prior to placing it on a consumer report. This requirement is discriminatory against CRAs that leverage national database products while still meeting their Section 613 requirements by providing at the time notice. Additionally, this places CRAs that choose at the time notice as their Section 613 compliance mechanism in a weaker position in terms of litigation. Plaintiff's counsel will likely seize on the fact that the NAPBS feels verifying at the source is the best method for Section 613 compliance, placing CRAs that are in full compliance with the law – just not NAPBS' vision of "best practice" – in a vulnerable position. Some NAPBS members may believe that verifying at the source is a	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program.

	best practice, but it is *not* a legal requirement and thus should not be mandated in an accreditation program. This provision must be stricken from the proposed standard or modified to allow CRAs a choice as to which part of Section 613 they choose to comply with. • Excellent. We all know there's a legal option with contemporaneous notice to the consumer, but it's a bad option. • This prohibits database-provided instant searches for any purpose. This is unrealistic for landlords, volunteer organizations, temporary staffing companies, and schools and other secure facilities that need to screen visitors for immediate access to facilities. The association should not risk a schism of membership by taking a position on the differences in technology used to produce a report. Proposed revision: Strike the provision. • In this Clause, we recommend changing the word "venue" to "repository." Venue refers to where something occurs, whereas repository refers to where something is stored. Likewise in the Attributes column, we recommend using the word "repository" instead of "jurisdiction." This would be consistent with use of the term in Clause 6.1, as well as its use in the definition of "public record researcher." We would also propose striking the word "employer/prospective employer" and substituting "end-user" or "client," since this clause should apply equally to other types of end-users besides employers.	• Comment noted. • The BSCC notes that the BSAAP Standard is not designed for tenant screening and is currently written only for employment screening purposes. • Terminology will be updated.
2.15	• Definition to be applied is too prescriptive and does not allow for other ways to ensure the identity • I recommend accredited CRA's be required to develop a "common name process" that requires a 3rd identifier. A lot of negative press comes from common name, even with full DOB. I do not think the	• The language in this clause is under further review in light of the comments provided.

	BSCC should stipulate a CRA's common name process" that triggers a requirement for a 3rd identifier, but I believe accredited CRA's should have a 3rd identifier process in place. This is low hanging fruit to prevent bad press at best, regulatory spotlight at worst… • The proposed requirements as currently written do not account for possible matching logic that ties a full name match with two or more partial identifiers (such as partial DOB and partial address). There are certain sources – federal criminal searches, civil searches, Sex Offender Registries to name a few – that are often light on full identifiers. While we support a strong stance on no name-match only reporting, mandating that CRAs have two full identifiers before reporting could lead to the underreporting of information. Although not as common as FCRA-related litigation, underreporting can lead to vulnerability in negligent hiring lawsuits (indemnification claims for example) and can even damage client relationships which would result in a negative impact to the CRA's bottom line. Additionally, it is unclear why the proposed Clause would require the matching identifiers used to be placed on the client's report. For some CRAs where this is not a standard practice, this could result in significant technology and development work which comes at a cost and could distract from other important priorities. The proposed Clause should be re-written to account for a CRAs ability to match multiple partial identifiers when there is a full name match. The requirement that the identifiers used to match the information appear on a client report should be removed. • The requirements for this clause may be a little too rigid or formulaic. o It does not take gender into account. For example, there are many "Chris A Smiths" of differing genders born on the same day and this could lead to false positives. o There is a constant struggle with jurisdictions suppressing	

		some information such as a component of the date of birth which would lead to false negatives. CRAs should be granted some leeway for partial DOBs. ○ Would a CRA really be required to go back to the source if the source was PACER or another jurisdiction in which it is known that no more info is available? ○ Missing information is different than conflicting information, but more so for some fields. A conflicting last name for a female is often a maiden/married name issue, while a conflicting middle name is of more significance than a missing middle name. ○ This Clause should apply to domestic searches, but not international searches. I might suggest something along the lines of: Reasonable procedures to assure maximum possible accuracy must include, but are not limited to matching identifiers with consideration of: ▪ first name + middle name/middle initial where available + last name; ▪ month of birth + day of birth + year of birth (Partial DOBs may be factored) ▪ SSN ▪ driver's license number ▪ passport or country identification number ▪ current or previous addresses ▪ Gender ▪ Consideration of missing vs mis-matching information. Procedures must include stating in client report which identifiers were used to conclude a match or no match existed. Auditor will seek evidence of adherence to policies	

	and procedures. • Noting on a consumer report an "attempt" to obtain additional identifiers will invite scrutiny from the plaintiff's bar and increase legal risk disproportionate to consumer benefit. We propose the following revision, which also takes into account the trend of PII redaction by county courts: "Reasonable procedures to assure maximum possible accuracy must include, but are not limited to matching a minimum of two identifiers where one identifier is first name + middle name/middle initial where available + last name; and second identifier is: 1) month of birth + day of birth + year of birth, 2) SSN, 3) driver's license number, 4) passport or country identification number, or 5) current or previous addresses. In the event of a name match only, an attempt must be made by the CRA to obtain an additional identifier from the source, and at least a partial identifier must be found to render the record reportable. The CRA must have documented procedures detailing when a name-match-only record is rendered reportable by the presence of an additional partial identifier." • Under the attributes section it states the minimum of two identifiers where one identifier is first name + middle name/middle initial where available + last name. I understand the CFPB consent decree has caused the BSCC to look at the middle name/ middle initial, but this is not a wise way to word this section. We have many instances where the credit header shows they have had other middle initials used, sometimes a maiden name becomes the middle initial. The applicants have also tried putting in different letters to throw off a search. In those instances we require a 3rd identifier, but in this clause, you are saying the middle name or initial MUST be a match and this is not always the case. Suggest removing the detail of the	

	name saying, first, middle, last or saying if different middle initial name then have 3rd identifier. This clause would require us to either not meet the clause or choose to meet the writing of this clause and not be able to report a criminal record that in fact was the applicant! • This should address common names, especially the requirement to match the middle initial/name or obtain a 3rd identifier if no middle initial/name is available. • A passage under the column "Attributes of and Suggestions for Onsite Audit" is confusing and could benefit from clarification. "In the event of a name match only, an attempt must be made by the CRA to obtain an additional identifier from the source. If that additional identifier cannot be obtained, the attempt to gather additional identifiers must be noted in the client report." Assuming "source" means source of the record, as in the court, and assuming "client report" means the client will be able to see the documentation in the consumer report, if the record is not reportable to the end-user because no identifiers can confirm a match, why would the CRA document attempts to confirm a record that an end-user is not receiving? However, if such documentation should only be noted internally, please state that explicitly in the Clause. Additionally, the statement: "Procedures must include stating in client report which identifiers were used to conclude a match existed" assumes the identifiers are located to actually be able to report the record. How does inclusion of this documentation differ from any existing practices where CRAs include all identifiers it relies on when reporting a record match? In short, the end-user does not see any of the behind-the-scenes investigations and effort that goes into trying to establish a record match, so if all of that "additional" documentation should only be	

	noted internally, please state that explicitly in the Clause. • First, requiring a middle name match as part of the accreditation procedures is a dramatic departure from industry standards and the prior clause. Given the lack of availability of middle names on criminal records, and the fact that people change middle names frequently, the preferable standard is to use middle name as a negative identifier rather than a positive one, i.e. the middle name is not a mismatch to a provided or developed middle name. Second, the standard for a second identifier is insufficiently precise as it relates to addresses. Is a full address required, a city and state, or just a zip code? Third, this clause will stifle innovation in an area (matching) where it is greatly needed. It implicitly prohibits the use of statistics to determine the weight to be assigned to information matching in different elements, especially where only partial identifiers are available, but their combination leads to a very high certainty of a match. So, for example, this method would prohibit reporting a record where the first name provided by the record source is only a first initial, but there is a date of birth and social security number match. It would also prohibit the use of artificial intelligence engines in matching decisions – again a technology issue in which the association should not take a position. At a minimum, a better approach would be to require CRA's to show that its procedures are at least as effective as the standard that the proposed rule articulates. For example, a CRA could adopt an explicit, comprehensive, written procedure on matching where statistical evidence shows that it is at least as strong as the standard articulated in the rule. Fourth, the information about reporting a name-only match should be removed. The first sentence prohibits a name-only match.	

	Finally, having the report state what identifiers were used is unnecessary in a report. It should be sufficient that the CRA concluded that a match exists. Further, where a CRA re-reports a record provided by an upstream CRA (such as a bankruptcy record in a credit report or a driving record), it may not have access to the matching logic used by the upstream CRA. Proposed revision: *Reasonable procedures to assure maximum possible accuracy must include procedures that are demonstrably as effective as matching a minimum of two identifiers, where one identifier is first name + middle name/middle initial (if available on the record) + last name and a second identifier is one of: 1) month of birth + day of birth + year of birth, 2) SSN, 3) driver's license number, 4) passport or country identification number, or 5) current or previous addresses (either zip code or combination of street name, city, and state). Auditor will seek evidence of adherence to policies and procedures.* • With regard to the Attributes column, we recommend against requiring CRAs to document in the consumer report its attempt to gather additional identifiers if it chooses to report based upon name match only. It would be viewed in litigation as an admission that a CRA did not have sufficient identifiers, that it tried to get more, but it couldn't, so it's going to go ahead and report something it shouldn't, in violation of § 1681e. If there are insufficient identifiers to establish identity correspondence between the criminal record at issue and the consumer, the CRA should not report it. If, in the opinion of the CRA, identity correspondence exists, then the CRA does not need to qualify its attribution of the record to the consumer by "notating" in the consumer report its "attempt" to establish identity correspondence. Put differently, we believe CRAs	

	should retain some discretion to choose to report based upon a name match, without being required to disclose to its customer those activities undertaken to determine identity correspondence.	
2.16	• Clause requires that records are maintained, but vague on retention (company's data retention policy may apply) and no clear definition on the statute that this is based on • Just for clarification, will this clause include those instances in which the CRA has never processed any information on the requester? Many CRAs are getting these mass mailed/emailed requests that are sent to every other CRA and further, do not contain enough identification information to process the request.	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. • This clause is based on the FCRA Section 609 which requires CRAs to provide "all information in the consumer's file at the time of request…" • The BSCC believes it would be prudent for a CRA to maintain records of all requests and responses.
2.17	• Clause is very specific as to what can constitute a 'leader' that may leave many qualified leaders out of compliance • It is mentioned in the attributes that "Compliance CRA Leader must affirm his/her role as being responsible for court/jurisdictional knowledge…" This statement seems like you are requiring the designated compliance individual from Clause 2.2 Federal Consumer Reporting Law to be the responsible person in Clause 2.17. Is that a typographical error? Other people in operations are more qualified than the compliance officer to be the responsible person in Clause 2.17.	• The language in this clause is under further review. • It was not the intent of the clause to require the jurisdictional knowledge leader and compliance leader be the same person. The language will be reviewed for clarification.
2.18	• Procedures required say it 'must' include all the listed things, but should say may include 2 of the below, for example as all may not make sense for all circumstances • This should be more clearly defined as to what automated searches. I can see it for the multijurisdictional criminal searches, but this is impossible for a CRA to do with credit reports and DMV records as to the limitations we have with these services.	• The language in this clause is under further review. • The term *automated searches* will be changed to *automated reporting* and a definition for *automated reporting* will be added to the Glossary.

	• A definition for an automated search would be helpful. But would it not be more appropriate to focus on automated reporting and not merely automated searches? If the results of an automated search are not reported as is, but are instead filtered in some fashion, then there should be no objection to an automated search. • This Clause should be limited to and only be applicable to CRAs that have a database and or offer the technology to conduct the automated searches and resell data to other CRAs or end-users and not to CRAs that purchase data directly from them and resell it to their customers. • Our company utilizes two 3rd party vendors to obtain the consumer reports required as part of the services we offer surrounding Driver Qualification File maintenance. We know both vendors likely have automated search processes in place and feel they should be held to this standard but in our case because we are ordering these reports through these vendors, we are not sure what we would provide to successfully meet this standard.	• Please see earlier responses to this clause. • The intent of this clause is to ensure: 1) results reported in a consumer report match those provided via automated reporting, and 2) automated reporting matches identifiers submitted for search purposes. The language of this clause will be reviewed for clarification. • Please see earlier responses to this clause.
2.19	• The Clause uses the word "enhanced" which is an ambiguous term that could be interpreted to hold CRAs to a standard higher than the statute and case law • The proposed Clause would require "enhanced procedures" to ensure accuracy related to public records; however, the proposed Clause does not define what "enhanced procedures" are. Over the years NAPBS has constantly sponsored or provided presentations that touch on the difficulty of complying with Section 607(b) since there is no defined standard as to what constitutes "reasonable procedures" as it relates to accuracy. We are all likely in agreement that this is a particularly scary area in terms of litigation. Why then would the BSCC endorse inflicting "enhanced" requirements upon its members that choose to seek accreditation? Similar to our	• The language in this clause is under further review in light of the comments provided.

	comments in Section 2.14, this could become a plaintiff's attorney's dream to use as Exhibit A against a CRA. Additionally, if lawsuits against accredited CRAs increase with attorneys citing this "enhanced procedures" requirement that could arguably weaken the meaning of the accreditation program itself. The requirement for "enhanced" procedures must be stricken from the proposed Clause. To do anything less is placing NAPBS membership in potentially grave danger of increased lawsuits and scrutiny as it relates to the FCRA's accuracy requirement. • This is very broad. Could "enhanced accuracy and quality procedures" be defined? • It is unclear what "enhanced procedures for public record work" means. The statute references (1) reasonable procedures to ensure maximum possible accuracy and (2) in employment contexts, strict procedures to ensure that public records are complete and up to date. Introducing a third clause that is undefined and different from the FCRA standards is likely to create confusion and ambiguity about how one complies. A better approach would be to say that the CRA must take into account the particular nature of public-records work when designing and implementing policies and procedures related to accuracy, completeness, and currency of public-records work likely to have an adverse effect on consumers. Proposed revision: *CRA must have and follow procedures to reasonably ensure the accuracy and quality of all work product. CRA must have and follow accuracy and quality procedures specific to for work product containing public records likely to have an adverse effect on consumer. The CRA must take into account the particular nature of public-records work when designing and implementing the specific procedures related to*	

	accuracy, completeness, and currency of public-records work likely to have an adverse effect on consumers. CRA must designate an individual(s) or position(s) within the organization responsible for quality. *CRA must provide written policy, procedure, or other documentation describing the methods used to reasonably ensure the accuracy and quality of all work product, and specific procedures used for public record work.* *CRA must present procedures which are in place to reasonably ensure the accuracy and quality of all work-product, and specific procedures used for public record work product.* • This Clause imposes a vague standard. What constitutes "enhanced accuracy" or "enhanced procedures" with regard to public records? When it comes to public records furnished for employment purposes, we recommend tracking the requirement of 1681k, instead of imposing a potential new burden or requirement on CRAs beyond what is required by the law. Any accredited CRA will be held in litigation to the "enhanced accuracy/enhanced procedures" standard when it comes to public records. This new, undefined standard will be used by the plaintiff's bar to bludgeon CRAs. The standard will become an exhibit at trial, and it will no longer be enough to maintain reasonable procedures to insure maximum possible accuracy in compliance with the law; we will now need to achieve a self-imposed burden of "enhanced accuracy." Likewise, it will no longer be adequate to maintain strict procedures in compliance with § 1681k; instead, we must import an accuracy requirement into § 1681k and maintain "enhanced procedures." Collectively, we've been fighting the importation of an accuracy requirement into § 1681k, but I fear this proposed standard would do exactly that. And it would not be mere accuracy, it would be	

	"enhanced accuracy." What is "enhanced accuracy," and how does it differ from regular accuracy? What are "enhanced procedures," and how do they differ from "strict procedures"? And in the end, it will be a jury who decides what qualifies as "enhanced." And if enhanced accuracy is possible for public records, then shouldn't it apply to all information furnished by a CRA? In other words, the plaintiff's bar will argue that enhanced accuracy applies to all information furnished, not just public record information. If this revision goes through, I could not, in good faith, as legal counsel to my client, recommend continued accreditation with the NAPBS. This revision would be a deal killer for our company. I would be happy to testify or speak at a council meeting on this issue, if desired. *We strongly object to this revised Clause*.	
2.20	• This new proposed Clause requires CRAs to have procedures in place to prevent the re-reporting of inaccurate information. While we appreciate the intent behind this clause, the way the clause is written makes it seem as though CRAs must have 100% accuracy as it relates to previously disputed information, whereas the FCRA requires "reasonable procedures". Similar to our comments for Clause 2.19, it is unclear why the BSCC would want to impose a higher standard than the law requires onto accredited CRAs making them more vulnerable to litigation. We request this Clause be re-written to reflect the tone of the FCRA's requirements that the CRA must have reasonable procedures to prevent previously disputed information from re-appearing on a consumer report. • I understand the thought behind this clause, but we are not creating a database of prior reports, is this a wise item to ask all CRA's to have? I can see the procedure to ensure it doesn't happen again, such as informing the researcher, the court or some other repository, but to have all CRA's create this appears problematic. We don't re-use consumer report information, we just provide	• Section 611(a)(5)(C) requires CRAs have "procedures to prevent reappearance" of inaccurate information. This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. • Please see earlier responses to this clause.

	based upon a permissible purpose at that time. I can see this requirement for those that have a database component to their services, be we order fresh every time.	
2.21	• Procedures required say it 'must' include all the listed things, but should say may include 2 of the below, for example as all may not make sense for all circumstances • The terms product and searches and verifications are all used here. Are we just talking about criminal searches and verifications? I think the terms product and searches are pretty broad. A clarification would be great. • I think this Clause should require a CRA provide its client communication / resolution process when errors are found. That said, I think this recommendation will be contentious and I believe CRA's will formulate their audit programs differently if this requirement is in place. I believe not all errors require client disclosure, especially small ones that reflect the nuances of our business rather than true mistakes ($0.20/hour). So I'm malleable on the what constitutes an "error." However, I believe an accredited CRA that finds an originally unreported felony conviction should be required to disclose it. • We're not clear on what the onsite audit would be looking for on this. On the attributes of and suggestion for onsite audit clarification of *2) quantifying quality lapses, 3) analyzing nature of lapses, 4) process for conducting root cause analysis*, would be beneficial such as providing example of this. My take on this is that we track consumer disputes and analyze all our disputes on what is the cause of the errors. Would that cover the onsite audit for this Clause? • This proposed Clause would require CRAs to quantify and analyze "quality lapses". It is unclear what "quality lapse" would be defined	• The intent of this clause is to require quality monitoring/analysis for all products, as well as corrective action when needed. The language of this clause will be reviewed for clarification. • Please see earlier responses to this clause. • The BSCC believes such a requirement would be overly prescriptive. • The description provided (for analyzing, correcting, and preventing errors) and appears to meet the requirements of the clause. • Please see earlier responses to this clause.

	to include. It is also unclear if this requirement could be met via vendor testing protocols and other quality assurance protocols a CRA may have. We request that this requirement be rewritten to be clearer as to what is considered a quality lapse and what CRAs must do to comply. • Because our company is ordering its clients consumer reports through 3rd party vendors, we are not sure how we would meet the requirement to audit and analyze product quality. We do audit the report before we make it available for use by our client but we're not sure that is what this Clause is referencing.	• Please see earlier responses to this clause.
Client Education		
3.1	• Clause states that a CRA must disclose all source info upfront, but should be upon request or when applicable • I recommend adding "scope of records reported" to the clause. • In the previous Clause, members had different interpretations of "search methodology" that appear here and in Section 4. Is "search methodology" the identifying information used to match (as some thought) or is there another definition to be used here?	• The intent of this clause is to require identification of type of source (i.e., county records, state repository, employer). Possible methods for such disclosure include statement of work, product descriptions on website, etc. • The language in this clause will be reviewed for clarification. • Suggestion noted. • A definition of *search methodology* will be added to the Glossary.
3.2	• Clause is the same or very similar to 2.9, remove or combine to avoid redundancy	• The language in this clause is under further review, including use of the term "necessity" (A term such as "importance" may be more appropriate.)

	• Past Clause required we inform client they have legal responsibilities and that we recommend they consult with legal counsel. New Clause says 'CRA must inform client of the NECESSITY to work with counsel to ensure the client's….' Although it is good practice for employers to consult with legal counsel it is not a 'necessity' and this clause seems over-reaching. Imagine the mom and pop businesses being told it is a necessity to hire legal counsel. This is unreasonable wording. Why does the original legal counsel standard need to change?	• Please see earlier responses to this clause.
3.4	• Any clause that states 'signed by the client' should be less proscriptive and allow for a certification from client (can be clicking an 'agree' button or taking a next step acknowledges your receipt of….)	• The language in this clause is under further review. An acceptable form of "signed by the client" could be in the form of an electronic click or other electronic means. This clause will be reviewed for clarification.
Researcher and Data Standards		
4.1	• A carve out should be made for large or known vendors in the industry who have their own standard agreement and the Clause should accept these universally w/o special requirements from each CRA • (11) requirements of subcontractors. This could create an unintentional side effect of creating a cottage industry where accredited CRA's only work w/ researchers and sub-contractors who follow accreditation standards. I generally favor the requirement but CRA's determining or requiring *their* non-owned researcher partner to create compliance out of *their* subsequently non-owned sub-contractor could be an arduous process. It could also consolidate vendor fulfillment, unintentionally creating TAT bottlenecks for CRA's who chose to utilize fewer wholesalers and more local researchers, perhaps because they feel an advantage utilizing a runner directly. Gaps in this standard (among vendors) could be covered by an E&O policy or other suitable insurance	• This clause requires certain elements be contained in the agreement. The source of the agreement is immaterial and may be vendor or CRA. • The BSCC believes it is important to ensure all contractors and subcontractors are held to specific research standards to help ensure accuracy and security.

	policies? I believe (11) is a bigger headache for the large researcher companies than the CRA, so I wonder how many will push back. At the end of the day, I like the requirement, I don't think it's that arduous, and most researchers probably have this. I will vote for it as written. I'm mentioning this just from the vantage point of someone who ran an Accreditation submission and had to do make choices w/ our researcher network on items like this. • Could you define "Search Methodology" and "depth of search." • This clause caused some confusion in that the agreement of 4.1 addresses information security and transmission of data, but this clause seems to be geared toward addressing information security and transmission of data if the normal system is unavailable. Would it make sense to just add these requirements to the 4.1 agreement?	• This definition will be added to the Glossary. • This language of this clause will be reviewed for clarification.
4.2	• Imposing a requirement that says all vendors must have successfully completed the NAPBS Provider Exam is overreaching and discourages CRA's from utilizing smaller providers • Can you tell us where we would find information concerning the NAPBS Research Provider Examination and if there is a list of companies that have successfully completed it?	• It is not necessary that vendors successfully complete the Provider Exam. The language currently says "may include," but will be reviewed for clarification. • The *NAPBS Research Provider Examination* is available in online format and can be registered for on the NAPBS website.
4.3	• What is meant by 'to allow CRA to audit records'? We already are auditing the results of their reporting, is this something different? CRA's aren't equipped to do security auditing or other sorts of auditing of vendors. This will require new PRR's - Has this been shared with the Provider Group about auditing of their records? They might not be reviewing these standards as they do not become accredited so reaching out to them will be important.	• The intent of "allowing CRA to audit records" is to help ensure searches are conducted as represented. This clause will be reviewed for clarification. • The sample provider agreement that was released includes this requirement.

	• In the Attributes column, we suggest changing the word "jurisdiction" to "repository." This would be consistent with use of the term in Clause 6.1, as well as its use in the definition of "public record researcher."	• *Jurisdiction* will be updated to *repository*.
4.4	• This may be problematic for CRAs using smaller retrievers. They often do not have E&O and the CRA's policy will not cover them. • Here is another perspective to consider from an insurance broker that is an NAPBS member and specialist in CRA and related industry coverage: Business Insurance in general (policies of all varieties) are procured on a per entity basis. Policies are typically sold and bound with coverage for one entity (or multiple entities if there is common ownership). Most insurers are highly skeptical about combining two or more non-commonly owned entities together on the same policy. Some CRA's use a larger vendor that can provide proof of E&O insurance for their court researchers. However, many CRA's also use independent, small (often single person) entities to do court researching work in specific areas of the country. In these cases where smaller entities are used, it is not uncommon to find that they are not insured or not adequately insured. For a CRA to try and insure that small court researcher on their CRA E&O policy is not an easy task – all because there is no common ownership. Therefore, to require CRA's to do this will put them in a difficult, if not impossible situation to find coverage that will extend from their E&O policy to the small court researching entity. That said, we do recommend to all CRA's that our agency works with that they obtain proof of insurance from all their vendors and be named as an Additional Insured whenever possible and	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. • The BSCC notes this requirement exists in the current Accreditation standard.

	appropriate. E&O coverage for small independent court researching entities is not widely available and can be cost prohibitive from a business perspective.	
4.5	• The requirements listed may not apply to all methods of transmitting data the same way, if all will be listed should be more clear as to what applies to which one • This proposed Clause would require specific security protocols be in place when communicating personally identifiable information with a researcher. In particular, the standard would require that all transmissions be clearly marked as "confidential"; however, "transmissions" is not defined. Do "transmissions" only speak to email or fax? Could CRAs comply with this Clause by requiring research vendors to only communicate and transmit results via a secure, proprietary system? When using a system, it may not be possible, practical or really necessary to label every communication as "confidential" since access to the system would require unique usernames and passwords. We request further clarification be added in this section that communication via a secure, online platform meets this requirement.	• Different methods will apply to different types of data transmission. The language of this clause will be reviewed for clarification. • Please see earlier responses to this clause.
4.6	• We request the current Clause be upheld, as the new Clause requires additional cost where there are other methods that do not, and provides little flexibility AQ for methodology (i.e. using a sophisticated analytics tool to track changes made to consumer reports due to inaccuracy/staleness, filterable by vendor, type of inaccuracy, etc.)	• Audit procedures do not require specific tools and could range from automated analytics tools to an audit program tracked on a spreadsheet.
Verification Services Standards		
5.1	• There is a must include/may include statement about (3) asking HR personnel to provide info, rather than confirm what the CRA first discloses. I like this but there may be Q's about the must/may language. And this comes into play in **5.8 (Outsourced Verification Services)**. I read this as a "may include" requirement. But others	• The language in this clause is being reviewed for clarification.

	may ask. And I may be wrong… • We recommend revising the Clause to enhance clarity, stating, "CRA must have, follow, and maintain reasonable procedures…." Requiring "procedures to maintain reasonable procedures" would seem to add an unnecessary layer to the legal standard set forth in § 1681e. • Item #3 which reads as follows is not practical: *3) may include soliciting information from a source rather than providing leading information; i.e., asking for job title rather than providing title and asking for confirmation*. Generally, employers will not provide information for fear of ID theft and liability. They will rather confirm the information in order to avoid any liability by providing PII to a person they do not know. This practice would significantly lower the data obtained from the previous employer.	• This redundancy is noted and will be reviewed for clarification. • This item will be re-evaluated for inclusion.
5.2	• CRA's that require clients to certify they have consent, but don't require it be submitted on an order, will likely consider the presence of a current employer received on an order as implied permission to contact. How does that conform to the clause? Other CRA's consider that too assumptive, so they'll place language on their website such as *"If you enter the applicant's current employment, it will be contacted. Do not enter the applicant's current employment if **you** do not want it contacted."* I think that's a sufficient solution. Just a practical observation I can see some CRA's raising. *I*f that's not strong enough, perhaps change **you** to **the applicant**. I also notice the clause does not require any proactive notification/education to client? Historically, this was a problem w/ fax orders. In 2017, it's a problem w/ ATS integrations. There's a whole litany of ATS/CRA/technology decisions regarding this issue, and it's not a topic I see a lot of ATS partners proactively thinking	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program.

	about. At the end of the day, I see this as a "good business partner" clause and not one that dramatically increases litigation or regulatory scrutiny, so I see it more of client risk/applicant experience, than harmful to the industry. Requiring client understanding/compliance though can solve what CRA risk does exist. • We would recommend this Clause be placed in the negative. For example, "A CRA must have and follow procedures to prevent contact with a consumer's current employer when expressly prohibited by that consumer." As the clause is currently written, it would compel CRAs to structure their system in such a way that they cannot do something which is otherwise legally permissible unless the consumer expressly authorizes it. Why should we invest the consumer with potential additional legal rights, increasing CRA liability exposure? We acknowledge the prior version of the Clause imposed the same restriction; however, now would be the opportunity to remove an unnecessary burden on the manner in which CRAs verify employment.	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program.
5.3	• Excellent. "Diploma Mill" is a loaded term and I like the change of title. Nothing here should preclude a CRA from further investigation and using their experience to winnow less than professional degree issuers. • Problematic to include 'similar US body, or comparable global body for academic institutions outside of the US. Unless NAPBS will be educating or supplying the sources, this seems over-arching on the global front. Perhaps, something to say if not checking a comparable global body the CRA informs or notates in the search that this was not done. • This is not practical as CRAs in general do not have this information. This burden should be on the company providing the source of	• The inclusion of "comparable global body" is being re-evaluated.

	information and not on the CRA that does not have access to such information.	
5.4	• Overreaching to require a signature from a client as proof that this requirement was fulfilled, there may be many other ways to communicate (and continue to communicate) to clients that will not have a signature • *This is reasonable and done in the course of business by most CRAs with the exception of "…obtain signed acknowledgement of receipt regarding general verification business practices…" I would recommend that a policy and procedure and evidence of practice suffice rather than a signed acknowledgment from every client. • It may be more appropriate for this Clause to be in the Section 3 Client Education, since it pertains to the client and educating the client on verification work. • "CRA must have and follow procedures to provide full disclosure to clients about general business practices regarding number of attempts to verify information, what constitutes an "attempt," locate fees, fees charged by the employer or service provider and standard question formats prior to providing such services. Client must obtain signed acknowledgment from client that such information has been provided." In the last sentence, we feel that "Client" should be "CRA". • The last sentence of the Clause and the Measure and Documentation paragraph need clarity. As it stands right now, it requires the "client" to obtain an acknowledgment from the client. We presume the first use of the word "client" should be "CRA"; *that being said*, we would oppose imposing this requirement on CRAs. The previous Clause merely required dissemination of a disclosure to the customer; this revised Clause now imposes an additional	• The inclusion of the requirement for client acknowledgement is being re-evaluated. • Please see earlier response in this clause. • Noted; this will be evaluated. • The use of the term "client" was inadvertent; this will be corrected. • Please see responses provided earlier in this clause.

	requirement – that the CRA secure the signature of the customer to some document affirming receipt of the disclosure. What is gained by requiring this from customers? And is this revised Clause to be retroactive? At a conceptual level, we certainly agree that having a customer sign an acknowledgment and acceptance of a CRA's business practices would prove to be a valuable defensive shield against an accusation of negligence or breach of contract. But in reliance on the existing Clause, we expect many CRAs have not secured a written acknowledgement from *each* customer of receipt of these particular disclosures. It would not be fair to currently accredited CRAs to change this Clause *and* to make it retroactive. Additionally, it would not be appropriate to add to a CRA's administrative burden without articulating a proper cost-benefit analysis. Does the benefit to a CRA, or to the industry as a whole, outweigh the burden of requiring yet another document to be signed, particularly in light of the fact that customers already complain about all the "paperwork" associated with ordering background checks? (Again, we do not oppose this idea at a conceptual level; we oppose mandating that signed acknowledgements be obtained. And we do strenuously object to a retroactive application of this requirement.)	
5.5	• *(References 5.5 and 5.6)* The current/accurate/up to date requirements of these clauses, not to mention the FCRA, render somewhat moot the business case of using databases and stored data. I personally don't think verification databases should be utilized in a consumer report, by this I mean employment data from a previous search on the same applicant for a different client. I'm not talking about the National Student Clearinghouse. My interpretation is 5.5 is the NSC and TWN, so my broader point may be irrelevant. However, I have the same feeling around Stored Data (verifications, crim, etc.). But if the membership wants to permit use of stored data, perhaps CRA's should be required to provide	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. The BSCC notes the use of stored data is permitted by the FCRA with certain limitations.

	contemporaneous notice when utilized.	
5.8	• Are these outsourced partners required to follow the same procedures outlined in 5.1 (Verification Accuracy) on behalf of the CRA clients? I don't believe that's the expectation. But how does this blend with CRA disclosures to clients regarding these products and processes. It's a practical question. At times, outsourced verification partners are brought in when volumes spike. CRA Leaders need to know how this affects their accreditation/client disclosure requirements. Are they prevented from using a partner because the partner's mythology is slightly different? And how much is slightly? I don't have a simple solution but see distinctions arising from these business decisions. • Acknowledge or state that this refers to domestic—not international references. Many, if not most CRAs perform their own domestic searches but rely on outsourcing solely for international searches—in which compliance with this contract is not possible in some countries. • Many CRAs have had an executed agreement with all 13 stipulations required by this clause but have been cited for not having a signed agreement incorporating all the other clauses of section 5. I would recommend a statement "In addition, providers of outsourced verifications must contractually agree to comply with other Section 5 stipulations." • Acknowledge that services, including the Work Number and Student Clearinghouse are *sources*, not *outsourced verification services* for the purpose of this clause.	• Compliance with 5.8 is required whether using a permanent outsourced verification partner or a temporary partner when dealing with volume spikes and is universally required regardless of the length of the partnership. There is no difference whether a CRA outsources 1% or 100% work. • The language in this clause is under further review.
5.10	• I recall past language requiring CRA's to independently source contact information for a verification, and not just calling the # provided by the applicant? I may have missed it. This clause could be an appropriate place for that requirement.	• The language in this Clause is under further review.
Business Practices		

Section 6	• Additional Clause under section 6 Business Practices could be added on Disaster Recovery and Business Continuity Plan. Additional Clause that addresses the FCRA § 605 on Requirements Relating to Information Contained in Consumer Reports, specifically § 605(a) Information Excluded from Consumer Reports.	• A Disaster Recovery and BCP is required under Clause 1.2, Information Security Policy. FCRA § 605 requirements are deemed covered by the requirement to comply with "all applicable law and regulation."
6.1	• This is redundant – 6.2 requires the same 2yr requirement • Easy to comply with, but does this accomplish what the BSCC is trying to accomplish here? A CRA can follow the Green factors and hire unethical people, so why bother. Perhaps consider listing crimes and a time frame that would require the CRA to seek approval from the council on meeting accreditation standards. Otherwise this seems like a pretty useless clause, as there are no restrictions on who can work at an accredited company. • We would ask for clarification on the chronological scope for considering criminal history. As it is written, the Clause requires examining government repositories located in those jurisdictions where the personnel have resided for the last seven years, but it fails to state how far back in time each repository must be examined. • There should be a carve out for the need to run a background check on the owners of publicly traded companies. Not practical to run background checks on stockholders of publicly traded companies. • Can you define what "sanction list checks" and "Green Factors" are?	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program • Clause 6.1 addresses those responsible for policy enforcement; Clause 6.2 addresses all CRA workers. • The BSCC believes use of the Green Factors will allow a CRA to eliminate unqualified candidates. • The chronological scope will likely be determined, at least in part, by the specific role of the individual. • Unless the owner of the publicly traded company is responsible for policy enforcement, a background check is not required.

		• The BSCC recommends working with outside counsel.
6.2	• This is redundant – 6.1 requires the same 2yr requirement; Clause does not speak to the global workforce (to include or exclude) • We would request clarification on the chronological scope of criminal history consideration in this Clause.	• Clause 6.1 and 6.2 address different roles within the CRA. See response to this point made in Clause 6.1. • The language of this clause will be reviewed for clarification regarding global work force.
6.3	• Clause states the responsible party must be available in person or via the phone during the on-site, that is a little burdensome for larger orgs with multiple office locations and a national (or global) workforce • This is a good clause *[referring to Clause 6.3]* and I would recommend changing clauses 2.2 and 2.3 audit criteria to that in this clause rather than requiring the law degree or NAPBS Advanced certification	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program. It is reasonable to expect appropriate parties be available via phone. • Please see comments within 2.2 and 2.3.
6.4	• For purposes of accreditation, we are in agreement with Clause 6.4 which calls for CRA's to maintain at least $1,000,000 per claim Errors & Omissions insurance. Based on our experience working with CRA's from around the country, unendorsed "off the shelf" E&O policies often have FCRA and Consumer Protection statute exclusions. We recommend CRA's work with an agency that understands these laws and knows how the Background Screening Industry works. In addition, there are multiple other risks outside the realm of E&O coverage that CRA's should consider insuring. Working with one agency that knows the CRA business and can place all needed coverages is the best way to avoid coverage gaps.	• This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program • This suggestion will be shared with Best Practices Committee.
6.5	• If the Clause is going to be so specific, it should provide a list of such vendors; verification of contact info should include the sending/receiving of email on the work domain; should expand from	• The language "but is not limited to" allows for the use of other authentication methods.

	just those business directories to include website verification and accuracy of the info provided to satisfy requirement if not in one of those directories • When you say "and *may include* 4) onsite inspection to confirm business facility exterior and interior appearance meet common business norms for this type of business", does this mean the onsite inspection is now optional instead of being a requirement for client authentication?	• The requirement for onsite inspection is imposed by some sources (i.e., some credit bureaus). It is not intended to be (and has not been in the past) a requirement under the Accreditation Standard, likewise it is not currently a requirement.
6.6	• This Clause may be redundant as this is mentioned in 4.1 but also would request a list of the vendors who are recognized (and by whom) and commonly utilized • "In the case of vendors that are recognized and commonly utilized by CRAs, a signed agreement between the vendor and CRA will suffice as authentication. Such vendors include: major credit bureaus, repositories of education and employment data, and motor vehicle record resellers. For unknown vendors, authentication records must include, but are not limited to, the following: 1) evidence of right to conduct business, such as copy of business license, articles of incorporation, or state filing etc., and authentication thereof, 2) verification of working phone/fax numbers, website, email, 3) reference through a minimum of one independent third-party, 5) previous experience of CRA when working with vendor, and may include 1) onsite inspection results. Auditor will seek evidence of adherence to policies and procedures." In the last sentence, we feel that "5)" should be labeled "4)" and, at the <u>end</u> of the sentence, the last "1)" is not necessary.	• A list of specific vendors is not included as such a list would likely become outdated and may violate the association's anti-trust policy. • The language and numbering sequence of this clause will be reviewed for clarification.
6.7	• 2-factor authentication should suffice as it does for other facets, not require 3	• Given that the consumer generally provides his/her name, the addition of two other identifiers is deemed appropriate.

	• As in 2.15, I would recommend something along the lines of: Reasonable procedures to assure consumer identification processes must include, but are not limited to matching identifiers with consideration of: ○ first name + middle name/middle initial where available + last name; ○ month of birth + day of birth + year of birth (Partial DOBs may be factored) ○ SSN ○ driver's license number ○ passport or country identification number ○ current or previous addresses ○ Gender ○ Consideration of missing vs mis-matching information. Auditor will seek evidence of adherence to policies and procedures, or through use of properly issued client provided log in credentials.	• Report number/ID will be included as a possible identifier.
	• We would request clarity on the last sentence of the Attributes paragraph. As it stands right now, we are not sure whether it is stating that an auditor will seek evidence of adherence through use of properly issued client-provided login credentials? Does this indicate that an auditor will seek to determine whether consumers are being properly authenticated by securing one of the CRA's client's log-on credentials?	• The language of this clause will be reviewed for clarification. This clause is intended to address situations where a consumer contacts the CRA by phone and not when a CRA is logging in to a website.
	• What is meant by "full name"? Does this include the consumers middle name spelled out?	• We suggest full name would be that matching the name used on the consumer report.
6.8	• State the carve out for legal hold or similar circumstances	• Data retention procedures related to legal hold and similar circumstances would be part of the data retention policy. • This clause was evaluated and determined

		to accurately reflect the objectives of the Accreditation program
6.9	• This proposed Clause would require CRAs to obtain specific certification language regarding confidentiality, security and legal compliance practices. As part of the audit criteria, it notes the "[a]uditor may ask to see…certification signed by one or more workers." Is this Clause requiring that a single certification be obtained from every CRA employee? Or, is it sufficient to have employees consent and certify compliance to separate policies (such as confidentiality agreements and information security policy)? We request that the Clause be clear that CRAs can obtain certifications from employees via a single certification or via separate policies/agreements.	• Whether a single policy and certification or multiple, the intent of this clause is for CRA workers to certify they will comply with current confidentiality, security, and compliance policies of the CRA. • The language of this clause is being reviewed for clarification.
6.10	• Could you define "…includes professional performance training" and how is this distinct from "initial and ongoing training to CRA workers where training is commensurate with specific worker role and responsibility."	• The language of this clause will be reviewed for clarification.
6.14	• This proposed Clause requires CRAs to have and follow procedures for document control to ensure correct versions of all controlled documents are used. In addition, the CRA would have to make available the person responsible for document control during the audit. For companies that don't have one centralized individual that serves as the "gatekeeper", this seems like a near impossible standard to meet. For example, if a CRA has a manager responsible for processes/documentation in the research department and a separate manager responsible for processes / documentation in the verifications department, would both need to be produced? Does the document control requirement envision covering every aspect of a CRA's operations or only those involved in producing consumer reports? This requirement is rather vague and seems unnecessary for an accreditation program. If a CRA is able to demonstrate with thorough documentation and proof its compliance with all other	• The intent of this clause is to ensure the correct, current version of a document (such as a state form, CRA procedure, or consumer report) is used. • This clause was evaluated and determined to accurately reflect the objectives of the Accreditation program

	portions of the accreditation standard, why is this particular requirement needed? If this proposed Clause remains in the Standard, it should be further defined. Additionally, members should be given insight as to why this is appropriate and required for the accreditation program. • This Clause seems very vague and unclear as to whether you are talking about consumer reports/information or the company's forms. Please clarify. If you are talking about consumer reports/information, this Clause is redundant and could be addressed in a couple of other Clauses on 2.19 Quality Assurance or 6.8 Document Management. If you are talking about the various company forms/documents, you probably need to clarify that is what you are talking about and you could keep this Clause.	• Please see earlier response to this clause.
6.15	• I certainly approve of the goal of this clause. From 34 years of experience, may I suggest a slight word change. The clause currently states: *CRA must have a process by which CRA workers can anonymously, to the extent possible, report ethical, compliance, and work product concerns without fear of identification or retaliation. CRA must have and follow a procedure to inform CRA workers of reporting process and anonymity; CRA must have and follow procedures for investigation of reported concerns.* "…to the extent possible…" I think this is recognition that this clause is maybe more applicable to a CRA with hundreds, rather than 6 employees. I hope this was the intention. No suggestions for change unless this was not the purpose of "…to the extent possible…" "…without fear of identification or retaliation…" CRAs today are faced with legal tripwires, landmines and inventive	• The language of this clause will be reviewed for clarification.

	plaintiff attorneys. Employees who do not adhere to policy or are otherwise unacceptable to the CRA may fear dismissal and use this clause to avoid dismissal. I would suggest removing the "or retaliation" or, add "or retaliation due to their reporting." We support the intent and purpose of this Clause, however, we recommend not mandating the precise mechanism by which a CRA enables its employees to report potential ethics, compliance, or work product concerns. Requiring the creation of an anonymous reporting mechanism – "to the extent possible" – will likely impose an undue burden on some of the accredited CRAs. Additionally, the anonymity requirement leaves no room for differing philosophical views on the value and fairness of anonymous reporting. Compliance experts have differing opinions on whether it is wise to use anonymous reporting. The precise mechanism of reporting should be left to the discretion of CRAs.	
GENERAL COMMENTS	• A general question on many of the standards, as you indicated, the additional language of *CRA must provide evidence of adherence to procedures* was used on the onsite audit. Will showing the auditor how a system works to show how it meets the specific onsite audit attributes be applicable if reports are not available? • This is a Domestic Standard. References (employment, educational), criminal records and identification protocols contained in this standard are achievable for domestic searches, but not always for international searches. While NAPBS may in the future address international concerns, can it be understood and acknowledged that this standard is domestic practices and searches, not international. • Specificity in clauses, while allowing for CRAs to employ proprietary tools is desired. For example, many CRAs have a more sophisticated identity protocol than that outlined in clause 2.15 and a one-size-fits all protocol should not be forced. Identity confirmation is good to	The following general comments are under review.

	address, but maybe not to the detail of which identifiers in what combinations. On the other hand, many CRAs have been cited for having a non-conforming agreement for outsourced verifications, (5.8) because the agreement did not contain all the other section 5 clauses. Similarly, CRAs have had a conforming agreement for 4.1, but been cited for not having 4.5 incorporated in the signed agreement. So, if a contract or agreement is mandated—and specific stipulations, I would recommend spelling out all the required stipulations—spell out exactly what must be in it. • Audit the standard, not what might be a good idea. This will avoid much of the "interpretation" issues and a term coined by several clients as "standard creep" i.e., it's not in the actual standard but they are cited for omission. • Policies and Procedures, employee training, internal operations etc., are within the control of the CRA. Actions requiring clients to sign a document are problematic. This frequently involves thousands of employers and concern employer rather than CRA obligations. When possible, look for documentation of education and communication rather than requiring signed agreement. (See 2.8, 2.11 and 5.4*). • When the finalized standard is approved, it would be extremely helpful to redline any changes from this proposed standard with audit criteria. • Additionally, as the BSCC has reminded agencies, one of the most costly and painful outcomes of audits is a finding that an applicant's client agreements do not include the required clauses. For this reason, revisions to standard that will impact client agreements	

	should be grandfathered for existing clients including changes to the following clauses: ○ 1.12 Sensitive Data Masking ○ 2.8 Agreement from Client ○ 2.14 Database Criminal Records ○ 5.4 Procedural Disclosures • General recommendation for all Clauses that directly relate to a section in the FCRA. I have used the FTC's section numbers instead of the U.S. Code numbering. Please note the section of the FCRA within the Clause/standard for reference. This reference will assist with displaying standards that are legal obligations vs. ones that are required by you but not upheld by legislation. This reference to legal obligation is very beneficial when talking to clients and consumers. These are not inclusive but do cover most of them. For example: ○ 2.8 Agreement from Client, § 604. Permissible Purposes of Consumer Reports ○ 2.9 Client Legal Responsibilities, § 604. Permissible Purposes of Consumer Reports ○ 2.11 Disclosure and Authorization, § 604. Permissible Purposes of Consumer Reports ○ 2.12 Adverse Action, § 615. Requirements on Users of Consumer Reports ○ 2.13 Consumer Disputes, § 611. Procedure in Case of Disputed Accuracy ○ 2.14 Database Criminal Records, § 613. Public Record Information for Employment Purposes ○ 2.15 Identification Confirmation, § 607 Compliance Procedures. And § 610. Conditions and Form of Disclosure to Consumer ○ 2.16 Full File Disclosure, § 609. Disclosures to Consumers. • As an accredited agency (and recently re-accredited) we have made a significant investment of time, money and resources to achieve	

	this status. We are concerned with the timeline of 1 year to come into compliance with the changes once the Standard has been finalized and would propose that firms be allowed the greater of 1 year or upon the 3 year interim surveillance audit to comply, due to the additional amount of time and resources that will need to be allocated. • While it is not included in the proposed revisions, I wanted to once again recommend that the board consider the financial impact of certification for small businesses (cost prohibitive). I previously recommended that the size of the organization be considered, similar to the method in which annual NAPBS dues are assessed. The cost is simply cost prohibitive – size of organization should be considered. In fact, a larger organization has more difficulty maintaining these standards and certainly would require greater auditing processes, relative to a smaller CRA such as us. • The increase in price is very significant especially for the 3 year surveillance audit. Do you anticipate the onsite audits to take more than one day with the new audit criteria therefore extending the cost of the audit?	