

Pre-Placement Policy

This is the Pre-Placement Policy associated with that certain Master Services Agreement (“Master Agreement”) between WaveDivision Holdings, LLC (“Wave”) and Contractor. All capitalized terms not defined herein shall have the meanings that are ascribed in the Master Agreement.

INTRODUCTION

Wave requires that all temporary personnel agencies, vendors, suppliers and independent contractors (collectively, “contingent staffing firms”) perform pre-placement background checks on all contingent staff requiring access to Wave owned or leased facilities, or that require network access. If any of the criterion apply, a background check is required prior to placement. The primary purposes of the background check are to verify the truthfulness of contingent staff answers to questions about their juvenile (to the extent this applies) and adult criminal histories and to prevent the placement of individuals who have been convicted in the last ten (10) years of felonies reasonably related to the work they will do for Wave. The Contractor is responsible for making for the determination of whether a felony disclosed in the contingent staff’s background check is reasonably related to the work they will do for Wave. If Contractor is unsure of whether the felony is reasonable related to the work contingent staff will do at Wave, Contractor agrees to contact Wave. The policy is a result of proactive planning and is similar to other pre-placement policies throughout the industry. Additionally, the policy is intended to help reduce corporate losses from theft and reduce potential corporate liability by contributing toward a safer and more secure work environment for everyone.

Contractor shall comply with all applicable laws when performing background checks on contingent staff requiring access to Wave owned or leased facilities, or that require network access, this includes Contractor’s compliance with the Fair Credit Reporting Act and any other applicable laws on background checks.

CONTINGENT STAFF PLACEMENT PROCEDURES

Prior to placement of Contractor’s employee or any subcontractor or subcontractor’s employee at a Wave office or other facility, Contractor will obtain a signed release form from the contingent staff Contractor is placing. In addition to allowing Contractor to conduct the pre-placement background check and release the data to Wave when requested (Wave agrees the data will remain confidential), the release form must include the following questions with a box for the Contractor’s employee or subcontractor to check:

“In the last ten years, have you been convicted of or pled guilty to any felony?

YES () NO ()

“In the last ten years have you been released from prison on a felony conviction?

YES () NO ()

NOTE: A previous felony conviction or imprisonment on a felony conviction will not necessarily eliminate you from consideration for employment / placement on assignment.

2. In addition, the release form must include the following statement, which Contractor’s employee or Subcontractor must confirm is true prior to he or she being placed by Contractor at Wave:

“I have answered truthfully in response to the questions on this form regarding my criminal conviction history, and I understand that I will not be placed on assignment at Wave, or that if placed I will be removed from assignment, in the event I have made any false statement regarding my criminal conviction history or any other matter.”

3. Prior to placement by Contractor of its employee or a subcontractor or subcontractor employee on assignment at a Wave owned or leased facility, a pre-placement background and social security verification check will be completed. A social security verification check includes confirmation that the social security number is assigned to the specific individual.

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4. Pre-placement background checks are also required when Contractor's employees separate from his or her current employer and are subsequently placed by another supplier at Wave or if more than six months have transpired between assignments at Wave.
5. If a background check produces information, which will make Contractor's employee or subcontractor or subcontractor employee an unacceptable placement, or if Wave learns that Contractor's employee or subcontractor or subcontractor employee has falsified his/her statement, Wave expects the Contractor to take complete responsibility for removal of Contractor's employee or subcontractor or subcontractor employee from Wave property. In addition, Wave expects Contractor to absorb all related costs.
6. If Contractor becomes aware of criminal felony activity by Contractor's employee or subcontractor or subcontractor employee while Contractor's employee or subcontractor or subcontractor employee is assigned to Wave, Contractor must inform its Wave business contact immediately but in no event later than 24 hours after becoming aware of the information.
7. When Contractor conducts felony screenings, Contractor will monitor any possible disparate impact on a legally protected class. Data in this area are subject to review periodically by Wave to determine whether program modifications are necessary. At a minimum, Contractor should use an established and reputable commercial background check company.
8. Notwithstanding the indemnification provisions of the Agreement, Contractor agrees to indemnify Wave from any liability Wave may sustain as a result of Contractor's failure to adhere to Wave's background check requirement or Contractor's failure to comply with all applicable laws in conducting a background check on Contractor's employees or subcontractors or subcontractor employees who require access to Wave owned or leased facilities, or that require network access.