

CORPORATE SCREENING

Statement of Work

For

Golden Oak Adult School

Presented January 20, 2017

Goals

Based on your desire for a more efficient and cost-effective program, Corporate Screening Services, Inc. has designed a proposed solution to meet the following goals:

1. Provide a turnkey program to increase efficiencies, allow for growth, and reduce overall cost.
2. Create an easy to follow program to reduce the time spent managing the program.
3. Provide more detailed, comprehensive reports for more informed decision-making.
4. Customized criminal record search to obtain comprehensive coverage.

Corporate Screening Services' Proposed Solution

Program Management: CS will be responsible for coordinating the background screening process described in this statement of work. Program management includes:

- **Design:** Design and implementation are the keys to the overall success of your program. This statement of work was formulated based on your goals and the recommendations of CS. CSS will work with your organization to ensure that your program is consistent with your company's objectives.
- **Implementation:** Once this document is accepted, CS will begin the implementation phase of the process and your account representative will be responsible for rolling out your program.
- **Support:** Client will have access to CS customer service for questions and concerns. Customer Service is available Monday through Friday, 8:00am – 8:00pm ET. It can be accessed by phone at **(800) 229-8606**. In addition, your account representative is always available to assist you. Your account representative will provide ongoing pro-active account management to you and your team.
-

Search and Service Specification: The following are the specifications for each search for your customized program.

PHARMACY TECH PROGRAM STUDENT SCREENING PACKAGE

Social Security Number Validation & Trace

- ✓ Used to identify all names & places of residence

County Court Criminal Conviction Search (All Names/All Counties)

- ✓ Conduct search using student's name as supplied by student and revealed by the SSN Trace.
- ✓ Conduct search in current county of residence as well as any additional counties of residence as revealed on the Social Security Number Trace.

CS CrimeSweep National Sex Offender Database Search (All Names)

- ✓ Conduct search using student's name as supplied by student and revealed by the SSN Trace.
- ✓ If a name & DOB match(s) is found, CS will conduct additional research at the courts in an effort to obtain the most up-to-date information possible. The Client will not incur any additional charges for this research.

DHHS / OIG Cumulative Sanction / Excluded Parties List Search

- ✓ Conduct search using student's name as supplied by student

GSA Excluded Party / Debarment List Search

- ✓ Conduct search using student's name as supplied by student

Paperless Drug Screening

- ✓ 10 Panel Drug Test
- ✓ MRO services
- ✓ Price is based on Client using an approved "in-network" collection facility

- **Reporting:** CS will report results to designated authorized users via e-mail and our Internet reporting system CS EASE. This site presents comprehensive results in a table format that makes it easy to review data. All information that CS receives from its reporting sources will be analyzed and submitted to Client. Reports will be detailed, understandable and easy to read. Site security, which includes SHA 256 RSA encryption, permits varying levels of access to the information. To accommodate those without computer access, CS will provide access to results via phone, fax or US Mail.
- **Invoicing:** CS will generate a weekly invoice for all services in this statement of work. Our understanding is that the following information is required with the invoice:
 - ✓ NO SPECIAL PROVISIONS REQUIRED

Investment Per Service

Pharmacy Tech Program Student Background Screening Package

Social Security Number Validation & Trace	
County Court Criminal Conviction Search (7 year)	
CrimeSweep National Sex Offender Database Search	
DHHS / OIG Cumulative Sanction / Excluded Parties List Search	
GSA Excluded Party / Debarment List Search	
10 Panel Drug Screening	
Total	\$83.00

Student Drug Screening Only Package

10 Panel Drug Screening	
Total	\$40.00

Pass Through and Applicable Fees

Numerous courts impose fees to search their records. Some of the more exorbitant fees are listed below. Numerous other courts charge nominal fees for the searches and these fees will be passed on to Client and are subject to change without notice. Our invoice will reflect these charges in detail.

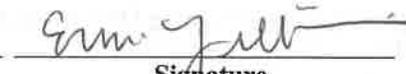
- New York:
 - ❖ A \$67.00 fee will be applied to searches conducted in the following counties: Allegany, Bronx, Cayuga, Cortland, Erie, Fulton, Hamilton, Kings, Montgomery, Nassau, New York, Orleans, Putnam, Queens, and Richmond. Please note that the \$67.00 fee includes a state-wide search. For example, if you need a search of the Bronx you will also get all other counties in NY for \$67.00 fee.
 - ❖ A \$20.00 fee will be applied to searches conducted in the following counties: Chemung, Oswego, Rensselaer and Tompkins.
 - ❖ A \$17.50 fee will be applied to searches conducted in Greene County.
 - ❖ A \$15.00 fee will be applied to searches conducted in Wyoming County.
 - ❖ A \$15.00 fee will be applied to searches in Knox County, Tennessee.
 - ❖ A \$10.00 fee will be applied to searches conducted in Madison County.
 - ❖ A \$10.00 fee will be applied to searches conducted in Steuben County.
 - ❖ A \$5.00 fee will be applied to searches conducted in St. Lawrence County.
- A \$42.00 fee (\$6 for each year searched) will be applied to searches conducted in Alexander County, Illinois.
- A \$30.00 fee will be applied to searches in all counties in Vermont.
- A \$25.00 fee will be applied to searches in all counties in Wyoming.
- A \$15.00 fee will be applied to searches in Delaware County, Pennsylvania.
- A \$20.00 fee will be applied to searches in all counties in South Dakota.
- North Dakota: A \$10.00 fee will be applied to searches conducted in the following counties: Adams, Billings, Burke, Divide, Grant, Griggs, Lamoure, Logan, McIntosh, Mercer, Montrail, Nelson, Oliver, Renville, Sargent, Sheridan, Slope, Steele, Towner, Traill and Wells.
- A \$10.00 fee will be applied to searches conducted in Orleans Parish, Louisiana.

- A \$7.00 court fee will be applied to searches conducted in Saint Lucey County, Florida.
- A \$5.00 court fee will be applied to searches conducted in Los Angeles County, California.
- A \$5.00 court fee will be applied to searches conducted in Kent County, Michigan.
- A \$2.00 court fee will be applied to all searches conducted in New Hampshire.

All local, state,(including state Bureau of Motor Vehicles (BMV), county and federal government imposed access, search and document retrieval/ copy fees, will be passed on to Client and are subject to change without notice. Our invoice will reflect these charges in detail

Fees charged to CSS from its sole source or essential vendors are subject to change without notice when unanticipated price increases are imposed on CSS.

The undersigned, being duly authorized, hereby accepts the statement of work and price proposal. Changes to this statement of work may affect pricing. This statement of work and price is valid for 30 days from the date submitted. All products, service offerings, and service availability are subject to change without notice. Prior notice will be provided whenever feasible.

Accepted by: Erin Lillibridge 
Please Print Signature

Title: Chief Financial officer Date: 5/24/17

NOTICE: All information contained herein is strictly **confidential and proprietary** and must not be reproduced or otherwise disclosed to any person other than the intended recipient (s) without the express permission of Corporate Screening Services, Inc.

End-User Agreement



General

THIS END-USER AGREEMENT (this "Agreement") is made and entered into by Wm. S. Hart VHS (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, branch offices, employees and agents (jointly "End-User") and Corporate Screening Services, Inc. ("CSS"). This Agreement shall be effective on the date of End-User's signature below (the "Effective Date").

WHEREAS END-USER is an educational institution and seeks to have access to students' background checks and/or faculty personnel background checks for purposes of admission and clinical rotation placement; and

WHEREAS, CSS has a platform entitled Verify Students that allows students and/or faculty personnel to request background checks about themselves and authorize the sharing of such information with educational institutions and other entities.

NOW, THEREFORE, therefore, upon due consideration the parties agree as follows:

CSS strives to deliver accurate and timely information products. To this end, CSS assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public court records, other information repositories and third party researchers. Please understand that these information sources and resources are not maintained by CSS. As a result, CSS cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, CSS has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law. Likewise, End-User certifies that it also has in place reasonable procedures designed to comply with all applicable state and federal laws and regulations relating to background screening and equal employment opportunity. End-User also certifies that it will retain any information it receives from CSS for a period of five (5) years from the date the report was run.

End-User's Certification of FCRA Permissible Purpose(s)

End-User hereby certifies that all orders for information products from CSS using End-User's account shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act ("FCRA", at 15 U.S.C. § 1681 *et seq.*) permissible purpose only and no other: Section 604(a)(2). As instructed by the consumer in writing.

End-User's Certification of Legal Compliance

End-User hereby certifies to CSS that the information products it receives will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations on other laws. End-User accepts full responsibility for using the information products it receives from CSS in a legally acceptable fashion and for the consequences of use and/or dissemination of those information products. As part of this commitment, End-User agrees to put into place reasonable policies and/or procedures to ensure the fair and equitable use of background information and to secure to the extent possible the confidentiality of each individual's private information. As one aspect of this commitment, End-User agrees to take precautionary measures to protect the security and dissemination of background information, including but not limited to safeguarding access to such information by restricting access to terminal devices used to obtain such information, utilizing passwords to restrict access to such terminal devices, and securing access to, dissemination and destruction of hard copy reports.

End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" the consumer will have authorized, and directed End-User in writing, to obtain a consumer report by End-User about the consumer.

If adverse action is taken in whole or in part on the basis of the report, End-User will provide to the consumer: (1) a copy of the report; and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." End-User hereby acknowledges that it has received a copy of the "Summary of Rights" and a copy of "Obligations of Users Under the FCRA". These notices also are available at the Federal Trade Commission's website (www.ftc.gov), and upon request by calling 1-800-229-8606.

Investigative Consumer Reports

If the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) the name and address of the outside agency to whom requests for any of these reports has been made. This information will be provided no later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law or otherwise agreed to by the parties. End-User may not assign or transfer this Agreement without the prior written consent of CSS. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement shall be interpreted in accordance with the laws of the state of Ohio. All litigation arising out of this Agreement shall be commenced in Ohio, and End-User hereby consents to such jurisdiction and venue. Any written notice by End-User shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. End-User agrees that this Agreement and all incorporations constitute all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of a customer and an officer of Corporate Screening Services, Inc. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement. The terms and conditions set forth in this paragraph shall survive any termination or expiration of this Agreement.

If End-User is permitted to request consumer reports or investigative consumer reports for employment purposes via CSS's website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, and to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested. End-User agrees to allow CSS to audit such records at any time, upon reasonable notice given. Violations discovered by CSS may result in immediate termination of the account, legal action, and/or referral to federal or state regulatory agencies. End-User further agrees that it will maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal, or unauthorized purposes.

For End-User's convenience, CSS maintains a secure online version of any consumer report ordered by End-User for five (5) years after the date of publication. During this five (5) year period, End-User may access the report in accordance with this Agreement. End-User understands and agrees that the report accessible online will be the original report, and will not include any updates, revisions, deletions, or other modifications, unless so noted on the report itself. End-User understands that both state and federal law may place restrictions on the reporting and use of such dated information. End-User understands and agrees that it will only use the report accessible online for employment decisions or other adverse action decisions made within a reasonable and limited period of time after the date of publication, which in no case will exceed thirty (30) days.

End-User understands and agrees that CSS will maintain a hardcopy or electronic copy of any consumer report ordered by End-User for at least five (5) years which will only be used by the End-User for archived purposes, and will not be used in any employment decisions. End-User understands that CSS will purge its records of hardcopy and electronic copy of any consumer reports ordered by the End-User after five (5) years and the reports will become permanently inaccessible by CSS.

other party of its intent to terminate this Agreement. Such notice of intent to terminate must be given no less than thirty (30) days prior to the proposed termination date. CSS may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or in any other position of financial distress, or if End-User undergoes a change in ownership.

Force Majeure

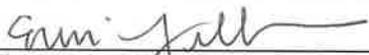
End-User agrees that CSS is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent CSS from meeting its obligations under this Agreement.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Execution

The individual signing below represents that he or she is duly authorized to do so by and on behalf of End-User.

 5/24/17
Signature of End-User's Authorized Agent Date
Erin Lillibridge
Printed Name
CFO
Title
Wm. S. Hart UHSD 661.259.0033
Company or Business Legal Name Telephone Fax
21380 Centre Pointe Pkwy
Street Address Email
Santa Clarita, CA
91350



COMPLIANCE PACKET

This packet contains information and documents to assist with your compliance with federal and state consumer reporting laws. Information in this packet is intended only as a service to inform or be educational in nature. Nothing herein should ever be construed as legal advice or opinion, nor as the offer of such. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information.

Documents included in this packet:

- Access Security Requirements (Please **SIGN and RETURN to CS**)
- Fair Credit Reporting Act / State Consumer Reporting Compliance Procedures (MA, NY)
- Sample: *Adverse Action Letter with NJ and WA state specific notices.*
- Copy: *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*

As a benefit of being a Verify Student client the following required notices and authorizations are integrated into the Verify Student application process. The sample documents listed below are included for informational purposes.

- Copy: *A Summary of Your Rights Under the Fair Credit Reporting Act*
- Sample: *Notice and Authorization disclosure form*
- Sample: *Notice Regarding Background Investigation Pursuant to California Law*

By signing below the end-user acknowledges receipt of the documents listed above. End-User further certifies to Corporate Screening that it will comply with provisions in the *Fair Credit Reporting Act* and *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA* specifically, but not limited to, following proper *Adverse Action Procedures* if adverse action is based on the results of a consumer report. A synopsis of these procedures is included in the document *Fair Credit Reporting Act / State Consumer Reporting Compliance Procedures*. Following these instructions does not guarantee End-User's compliance with the Adverse Action requirements of § 604 and 615 of the federal Fair Credit Reporting Act. End-User is solely responsible for compliance with § 604 and 615 of the federal Fair Credit Reporting Act and any applicable state or local adverse-action requirements including "ban-the-box" type legislation.

Company Representative

Title

Please note: Information contained in this packet, including sample documents, should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. Corporate Screening Services expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided.

Version: 02/2015

Signature

Date

Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. By signing below, you agree to follow these measures.

1. You must protect your Consumer Reporting Agency (CSS) account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
64044032. System access software, whether developed by your business or purchased from a third party vendor, must have your Consumer Reporting Agency account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
64044033. Do not discuss your Consumer Reporting Agency account number and passwords by telephone with any unknown caller, even if the caller claims to be an employee of Consumer Reporting Agency.
64044034. Restrict the ability to obtain consumer information to a few key personnel.
64044035. Place all terminal devices used to obtain consumer information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
64044036. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer information.
64044037. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
64044038. Shred or destroy all hard copy consumer reports after a period of five years.
64044039. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
64044040. Make all employees aware that your company can access consumer information only for the permissible purposes listed in the Permissible Purpose / Appropriate Use section of the agreement. Your employees may not access their own report or the report of a family member or friend if your business does not have permissible purpose.

Record Retention: *It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act generally requires that a creditor must preserve all written or recorded information connected with an application for 25 months.)*

Signature of End-User's Authorized Agent


Date 5/24/17

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Version: 02/2015

Printed Name

Erin Lillibridge

Title

CFO

Fair Credit Reporting Act / State Consumer Reporting Compliance Procedures (MA, NJ, NY, WA)

If information from Corporate Screening Services, Inc. is used for decision making purposes, the user has specific duties, which are set forth in Section 604 of the FCRA. The user must:

- If any adverse action is to be taken based on the consumer report, a copy of the report and the document "A Summary of Your Rights Under the Fair Credit Reporting Act" must be provided to the consumer. (Please see document "Adverse Action Letter"). Note: This document is attached to all reports completed by Corporate Screening.

This notice must also advise the applicant that the consumer reporting agency did not make the hiring decision. (Please see document "Sample Adverse Action Letter" & "A Summary of Your Rights Under the Fair Credit Reporting Act")

Special Notice for Massachusetts Organizations:

In compliance with applicable provisions of commonwealth of Massachusetts law, Massachusetts organizations must comply with the following requirements:

Should the consumer be denied employment and/or placement, or other adverse action taken, in whole or in part on the basis of criminal information contained in the report, Organization will provide to the applicant or employee:

1. A copy of the background report including the criminal record information BEFORE speaking to the applicant about the criminal record.
2. A copy of the company's Background Check Policy
3. A copy of the Massachusetts *Information Concerning the Process In Correcting a Criminal Record* (<http://www.mass.gov/eopss/docs/chsb/cori-process-correcting-criminal-record.pdf>)
4. Organizations must document their steps taken to comply with the regulations.

Special Notice for New York Organizations: In compliance with applicable provisions of New York Correction Law Article 23-A Organizations must comply with the following requirements:

Please note: Information contained in this packet, including sample documents, should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. Corporate Screening Services expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided.

Version: 02/2015

Completed background contains criminal conviction information

- Organization must provide a printed or electronic copy of NY Correction Law Article 23-A (<http://www.labor.ny.gov/formsdocs/wp/correction-law-article-23a.pdf>) to the applicant or employee that is the subject of the report.

Special Notice for New Jersey Employers:

In compliance with applicable provisions of the state of New Jersey Fair Credit Reporting Act, NJ employers must comply with the following requirements should the consumer be denied employment, or other adverse action taken, in whole or in part on the basis of information contained in the report, Employer will provide to the applicant or employee:

- **Provide a copy of the NJFCRA Summary of Rights (see below)**

Special Notice for state of Washington Employers:

In compliance with applicable provisions of the state of Washington Fair Credit Reporting Act, WA employers must comply with the following requirements should the consumer be denied employment, or other adverse action taken, in whole or in part on the basis of information contained in the report, Employer will provide to the applicant or employee:

- **Provide a copy of the WAFRCRA Summary of Rights (see below)**

SAMPLE ADVERSE ACTION LETTER

Date _____

Dear _____:

We regret to inform you that School [(... is unable to offer you clinical placement), or (... will terminate your clinical placement effective*

This decision was based in whole or in part on information contained in a report from Corporate Screening Services, Inc., 16530 Commerce Court, Cleveland, OH 44130, Phone: 800-229-8606, Fax: (440) 243-4204, web: www.CorporateScreening.com. The agency did not make this adverse decision and is unable to supply you with specific reasons why the decision was made. Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of the report if you submit a written request to the agency identified above no later than 60 days after you receive this notice. Under Section 611 of that Act, you also have the right to dispute with the consumer reporting agency the accuracy or completeness of any information in the report.

Massachusetts applicants or employees only (this section applies only if the report referenced above is a credit report): You have the right to obtain a free copy of your credit report within sixty days from the consumer credit reporting agency which has been identified on this notice. The consumer credit reporting agency must provide someone to help you interpret the information on your credit report. Each calendar year you are entitled to receive, upon request, one free consumer report. You have the right to dispute inaccurate information by contacting the consumer credit reporting agency directly. If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. If reinvestigation does not resolve the dispute to your satisfaction, you may send a letter to the consumer credit reporting agency, to be kept in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about the disputed information in a report it issues about you.

California applicants or employees only (this section applies only if the report referenced above is a credit report): You have the right to obtain a free copy of your credit report within 60 days from the consumer credit reporting agency which has been identified on this notice and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. Under California law, you also have the right to dispute with the consumer reporting agency the accuracy or completeness of any information in the report.

Sincerely,

*Identify any adverse action taken on the basis of the consumer report.

A SUMMARY OF YOUR RIGHTS UNDER THE NEW JERSEY FAIR CREDIT REPORTING ACT

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. You have received a Summary of Your Rights Under the Federal Fair Credit Reporting Act. The two Acts are almost identical, as are your rights under them. You can find the complete text of the NJFCRA at the Department of Consumer Affairs. You may seek damages for violations of the NJFCRA. If a CRA, a user or (in some cases) a provider of CRA data violates the NJFCRA, you may have a legal cause of action.

For questions or concerns regarding the NJFCRA please contact:

DIVISION OF CONSUMER AFFAIRS

Department of Law and Public Safety

124 Halsey Street

Newark, NJ 07102

Phone: 800-242-5846

973-504-6200