

**Special Meeting
Board of Trustees
Coast Community College District**

Date: Friday, March 16, 2012

**Location: Coast Community College District
Board Room
1370 Adams Avenue
Costa Mesa, California 92626**

Time: 3:00 p.m.

A G E N D A I T E M S

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance – Trustee Jim Moreno, Board President**
- 4. Opportunity for Public Comment**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5-minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

- 5. Appointment of Consulting Firm to Conduct Background Checks for the Candidates for Vice Chancellor of Educational Services and Technology (See Attachment #1)**
- 6. DIS – Development and Approval of Procedures and Timeline for the Vice Chancellor of Educational Services & Technology Selection Process**
- 7. Review of Tax Issues Pertaining to the Enterprise Corporation**
- 8. Recess to Closed Session**

The following items will be discussed in Closed Session:

- a) Public Employment (Pursuant to Government Code 54957 (b)(1))
Public Employment materials are available upon request from the Board of Trustees' Office

Position: Vice Chancellor of Educational Services and Technology

- b) Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

Position: Chancellor

- c) Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)

9. Report of Action from Closed Session (if any)

10. Adjournment

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at (714) 438-4848 as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

PUBLIC AGENCY AGREEMENT FOR SERVICES

This Agreement is entered into between EMPLOYEE RELATIONS, INC. (hereinafter referred to as "ER") and the **Employee Relations Client** (hereinafter referred to as "Client") named on the last page of this Agreement.

Employee Relations Client is a public agency employer having a need for Investigative Consumer Reports and/or Consumer Credit Reports (individually or collectively, "Consumer Report for Employment Purposes" or "report") in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

1. ER has access to investigative consumer reports and information from one or more consumer credit reporting agencies and from other sources they believe to be reliable.
2. Client certifies that they shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by ER only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose.
3. Client certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure/notification, in a form acceptable to ER, has been made in writing to the applicant within the statutory time period. The disclosure/notification shall advise the applicant of the nature and scope of the investigation; that Client utilizes the services of ER to prepare a Consumer Report for Employment Purposes; and ER contact information should the applicant be a victim of identity theft or desires to dispute information believed to be false or erroneous;
 - B. The applicant has authorized, by signature, the procurement of the Consumer Report for Employment Purposes; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable Federal or State law or regulation and that Client shall comply with all Federal and State laws and regulations affecting the requesting and use of Consumer Report for Employment Purposes.
4. It is expressly understood that should Client violate any term of this Agreement, or a legal requirement, or a material change in existing legal requirement that adversely affects this Agreement, ER may, upon its election, discontinue serving Client and cancel this Agreement and Certification immediately.
5. Client further understands the statutory requirements to provide the applicant with a copy of the Consumer Report for Employment Purposes. Client hereby authorizes ER, when requested and/or where applicable, to cause the report prepared by ER to be provided to the applicant within the statutory timeframe. ER shall utilize its best effort to make a good faith attempt to comply, in a timely manner, on Client's behalf.

By initialing below, Client instructs ER not to provide any report and hereby accepts responsibility for providing applicants with required reports.

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6. Client further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the applicant, if not provided previously, with:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved pursuant to the Fair Credit Reporting Act and other applicable laws and regulations.
 7. Client agrees that it shall use the Consumer Report for Employment Purposes for its exclusive Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties, not involved in the current employment decision.

8. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
9. ER shall use good faith in attempting to obtain information from sources deemed reliable and, pursuant to applicable State and Federal law, does not guarantee the accuracy or truthfulness of the information, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. In no event shall ER be held liable in any manner whatsoever for any loss or injury to Client for obtaining or furnishing such information and further, Client agrees to hold ER harmless and indemnify it from any and all claims, losses and damages arising out of alleged liability or failure of Client to keep and perform any of its obligations described in this Agreement.

Entered into on this _____ day of _____, 20____

FOR: **Coast Community College District**
"Employee Relations Client"

FOR: **EMPLOYEE RELATIONS, INC.**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Print Name

Print Name

PUBLIC AGENCY ACCOUNT INFORMATION

AGENCY NAME: _____ **Doing Business As:** _____

Main Contact: _____ **Title:** _____

Direct Number/Ext: _____ **E-mail Address:** _____

Main Phone: _____ **Fax:** _____

Physical Address: _____

Street	City	State	County	Zip
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Is the above address a Residence? ☐ Yes ☐ No

Billing Address (if different): _____

Street/PO Box	City	State	County	Zip
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Accounts Payable Contact: _____ **Phone:** _____

E-mail Address: _____

Special Billing Instructions: _____

Federal Tax ID #: _____ **Nature of Business:** _____

Agency Website: www. _____

How many employees do you have? _____ How many background checks do you anticipate requesting per year? _____

Do you intend to resell or release information from the consumer credit report to a third party? ☐ Yes ☒ No

Do you provide credit repair or credit counseling services for a fee? ☐ Yes ☒ No

BUSINESS REFERENCES: (PROVIDE THREE ASSOCIATIONS)

1) Association Name: _____ Business Phone: _____

Contact Name: _____

2) Association Name: _____ Business Phone: _____

Contact Name: _____

3) Association Name: _____ Business Phone: _____

Contact Name: _____

PUBLIC AGENCY ACCOUNT INFORMATION (Continued)

AGENCY NAME: _____

AUTHORIZED USERS:

Main Contact:		Title/Role:			
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Background checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View e-applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
EMC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	E-Verify	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:		Title/Role:			
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Background checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View e-applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
EMC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	E-Verify	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:		Title/Role:			
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Background checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View e-applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
EMC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	E-Verify	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:		Title/Role:			
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Background checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View e-applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
EMC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	E-Verify	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name:		Title/Role:			
E-mail Address:				Phone:	
Request Background Checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View Background checks:	<input type="checkbox"/> Yes <input type="checkbox"/> No	View e-applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
EMC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hotline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	E-Verify	<input type="checkbox"/> Yes <input type="checkbox"/> No

****MUST BE SIGNED UP FOR HOTLINE SERVICE FOR THIS TO BE APPLICABLE**

Hotline Clients

Please indicate the Authorized Users that you would like to receive Hotline Incident Report notification emails

Name:	Name:
Name:	Name:
Name:	Name:

PUBLIC AGENCY BACKGROUND INVESTIGATION SERVICES

In accordance with the requirements and duration of the existing agreement between Employee Relations, Inc. (ER) and the California State Association of Counties (CSAC-FC) by Solano County for Cost Containment Services, the following prices shall be the only prices for the below listed services offered to Public Agencies throughout the United States. The cost of all labor, supervision, material, and supplies for providing the services, even though not shown or specified, shall be included in the rates shown hereon, with the exception of Court/Agency/Data Access fees charged by the various institutions from which information is derived. There are no charges for setup or obligations for minimum or maximum usage.

Social Security Number Verification/E-Verify	
▪ SSN Verification-Consent Based* (Verifies Name and Social Security Number with SSA Records)	\$3.50
▪ Identity Search (Includes Address and Phone Numbers Associated with File)	\$5.00
▪ E-Verify (Right to Work in the United States)	\$3.50
Criminal Searches	
▪ National Criminal Jurisdiction Search	\$10.00
▪ Criminal Record Search*	\$10.00
▪ Federal District Court Search*	\$10.00
▪ National Sex Offender Search	\$10.00
Record Searches	
▪ Credit Check (Non-Fico)	\$8.00
▪ Civil Record Check	\$10.00
▪ Drivers License History Check*	\$5.00
▪ National Sanctions Search (FACIS 3 - OIG, GSA, DEA, FDA, TRI-CARE)	\$6.00
Verifications	
▪ Educational Degree Verification*	\$10.00
▪ Professional License/Certification Verification (Includes Sanctions Taken or Pending Actions or Complaints)	\$10.00
▪ Employment Verification*	\$10.00
▪ Professional Reference Check	\$10.00
▪ In Depth Professional Reference Check	\$15.00
Drug Testing	
▪ Drug Testing**	\$36.00
▪ Medical Review Officer (MRO) Verification	\$3.50
HR Customized Services	
▪ Employee Hotline Service -per employee (Minimum \$50.00/Month)	\$0.20

* Excludes Court/Agency/Data Access Fee, if any, and are per name/jurisdiction/verification and are available "a la carte" or combined in bundles.

** Presumes convenient, approved collection site availability. Additional charges may be incurred for collection and transmittal of samples at other (non-approved) collection sites. GC/MS retest is conducted in the event of a positive test result at no additional charge.



Sales Code _____

Credit Limit _____

Terms _____

Date Approved _____

Approved by _____

Subscriber Application

BUSINESS INFORMATION

Company Name (Full Legal Entity Name): _____

DBA (fictitious or assumed - if applicable): _____

Address: Street: _____

City: _____ State / Province: _____

Country: _____ Zip / Postal Code: _____

General/Publicly Listed Company Phone Number: _____

Corporate Headquarters Location (if applicable): _____

Website Address: _____ Business Type: _____

Type of Company: ☐ Corporation (Public ☐ or Private ☐ ☐ Partnership ☐ LLC ☐ Sole Proprietor

Anticipated number of backgrounds checks through HireRight within the next 12 months: _____

Primary Contact Name (main user in account): _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Physical Inspection Contact Name (if other than Primary): _____ Title: _____

Telephone: _____ Fax: _____

Additional User Name: _____

Email: _____ Telephone: _____

Additional User Name: _____

Email: _____ Telephone: _____

** For additional users, please attach a list with the above required information.*

ADDITIONAL INFORMATION

Do you intend to order Motor Vehicle Records from HireRight? (please check one)

☐ Yes – MVR State Forms must be completed and returned

☐ No

Do you intend to order Drug Testing Services from HireRight? (please check one)

☐ Yes – Occupational Health Services Addendum must be completed and returned

☐ No

FINANCIAL INFORMATION

Invoice Recipient Name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Method of Payment:

EFT

☐ (Please complete EFT Form if selecting this option)

Credit Card Payment

☐ (Monthly activity will be charged to credit card, and itemized invoices will be sent via email to the above email address)

Name on Credit Card: _____

Account #: _____ Expiration Date: _____

Card type: ☐ VISA

☐ American Express

☐ Master Card

Credit Card Billing Address:

☐ Same as above

☐ Different – see below

Street: _____

City: _____ State: _____ Zip: _____

Apply For Credit / Invoicing

☐ (Invoices will be sent via email to invoice recipient specified above)

On approval of credit, HireRight will invoice Subscriber on a monthly basis, and payment shall be due within thirty (30) days of invoice receipt. Invoices will be considered approved by Subscriber unless Subscriber notifies HireRight in writing of any alleged errors or disputes within thirty (30) days after receipt of invoice. Note: In its sole discretion, HireRight may obtain a Dun and Bradstreet Report on your company to determine credit qualification. You may also be asked to provide bank and trade references. HireRight, in its sole discretion, may rescind credit and require payment by credit card if payment on your account becomes delinquent or HireRight otherwise determines that your account presents an undue risk of non-payment or late payment.

By submitting this New Account Application, Subscriber authorizes HireRight to (a) verify all information provided on this application; (b) check credit references to ascertain business standing; and (c) where credit is being applied for, obtain payment history and obtain current, average and high balance information. By submitting this New Account Application, you are certifying the accuracy of the information provided.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____



5151 California Ave.
Irvine, California 92617
(949) 428-5800

SERVICE AGREEMENT

This HireRight Service Agreement ("Agreement") is entered into by and between HireRight, Inc., a Delaware corporation (on behalf of itself and its officers and employees, "HireRight"), and _____, a _____ corporation (on behalf of itself and its officers and employees, "Subscriber"), and shall be effective on the date of last signature below (the "Effective Date").

1. **HIRERIGHT'S SERVICES.** HireRight is defined as a "consumer reporting agency" by the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the "FCRA") and applicable state law, and the employment screening reports that HireRight furnishes its clients are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports" (collectively, "Screening Reports"). Subject to the terms and conditions of this Agreement, and upon Subscriber's request, HireRight shall as Subscriber's preferred provider furnish Screening Reports and the related services described herein in connection with Subscriber's screening of job applicants and/or employees (collectively, "Applicants"). Subscriber acknowledges that HireRight may fulfill its services under this Agreement through its affiliates, provided, however, HireRight shall remain solely responsible for its affiliates performance under this Agreement. HireRight relies entirely on the information furnished by its clients and third party information suppliers ("Suppliers") when preparing Screening Reports and populating its proprietary databases. References to "Screening Report(s)" refer to an entire Screening Report(s), as well as any and all specific information contained in such Screening Report(s).

2. **SUBSCRIBER OBLIGATIONS.**

- (a) **Compliance with FCRA and other Applicable Laws.** In utilizing HireRight's services, Subscriber is considered a "user" of Screening Reports under the FCRA and applicable state law. Subscriber agrees that it shall be responsible for identifying and complying with all federal (including the FCRA), state, local and foreign laws and regulations (collectively, "Laws") applicable to Subscriber in connection with its procurement and use of Screening Reports. In accordance with FCRA and state requirements, Subscriber makes the compliance certification set forth in Attachment A.
- (b) **Account Access, Maintenance and Security.** Subscriber shall designate to HireRight the name of a "Super User(s)" who shall be Subscriber's main contact(s) for the screening services and who shall be responsible for the strict administration and control of Subscriber's account identification numbers and passwords. The Super User(s) shall identify and authorize all Subscriber account users and their respective access privileges, and promptly notify HireRight of any changes of account users and/or if any account i.d. numbers or passwords become invalid, inactive or

compromised in any manner. Subscriber shall maintain reasonable and appropriate technical, physical, administrative and other organization precautions and security measures to protect against unauthorized access to and/or misuse of the HireRight system and Screening Reports, including those described in Attachment A. HireRight may in its reasonable discretion and without penalty suspend and, upon written notice cancel, Subscriber's account in the event HireRight reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Subscriber's account.

- (c) **I-9 Verification Obligations.** Subscriber acknowledges that HireRight's services in no way alleviate Subscriber of its responsibility for performing final in-person verification of its Applicant's identity (e.g., completing, verifying and retaining the Applicant's Form I-9).
- (d) **Audits and Record Retention.** As a regulated consumer reporting agency, HireRight may conduct reasonable periodic audits of Subscriber's compliance with this Agreement. Subscriber shall keep and maintain for a minimum period of five (5) years copies of all Applicant consent forms and pre-adverse and adverse action notices (as further described in Attachment A), and Subscriber shall, upon reasonable advance notice, during its normal business hours, make available to HireRight such records and other related documentation reasonably requested by HireRight to ensure compliance.
- (e) **Prohibition on Resale.** Subscriber will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third party (other than to the applicable Applicant), and Subscriber shall use the Screening Reports solely as an end user.
- (f) **Legal Advice.** Subscriber acknowledges that HireRight will not render any opinions regarding Screening Report content, and Subscriber will base its hiring processes, guidelines and decisions on its own policies and procedures. Any and all consultation, training and forms which may be provided by HireRight shall be provided for informational purposes, and HireRight shall not be deemed to be providing legal advice. Please consult legal counsel in the compliant procurement and use of Screening Reports.

3. **HIRERIGHT OBLIGATIONS.**

- (a) **Compliance with FCRA and Other Applicable Laws.** HireRight shall comply with all Laws (including the FCRA) applicable to HireRight in its preparation and transmission of Screening Reports.
- (b) **Service Performance.** Upon Subscriber's request, HireRight shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees in Attachment B.
- (c) **Training and Account Implementation.** The fees set forth in the Schedule of Fees include HireRight's standard account implementation services, and HireRight's standard user-training as detailed in Attachment B. Subscriber acknowledges that reasonable additional service support fees may apply if, for no fault of HireRight, Subscriber's user(s) have not undergone training or if Subscriber cancels scheduled training sessions

without providing reasonable advance notice to HireRight. Subscriber also acknowledges that HireRight training is provided as an informational service and does not replace or waive Subscriber's compliance obligations under applicable Laws or this Agreement.

- (d) Data Privacy and Security. HireRight shall implement commercially reasonable and appropriate technical, physical and administrative measures to protect Applicant data against accidental or unlawful destruction and unauthorized disclosure or access.
- (e) Report Maintenance and File Disclosures. HireRight shall maintain Screening Report information for a minimum of five (5) years. Upon an Applicant's request and proper identification, HireRight will in accordance with applicable Laws disclose to the Applicant the status and substance of their Screening Report and file.
- (f) Management Reports. HireRight shall provide Subscriber with HireRight's standard "Management Reports" functionality to enable Subscriber to generate available reports relating to Subscriber's account activity.
- (g) Warranty. HIRERIGHT'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. HIRERIGHT WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND HIRERIGHT WILL RE-VERIFY ANY DISPUTED SCREENING REPORT WHEN EITHER THE SUBSCRIBER OR APPLICANT MAKES A REQUEST IN ACCORDANCE WITH APPLICABLE LAWS. SUBSCRIBER ACKNOWLEDGES, HOWEVER, THAT HIRERIGHT CANNOT BE AN INSURER OF, AND CANNOT GUARANTEE THE ACCURACY, VALIDITY OR COMPLETENESS OF, THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF HIRERIGHT AND MAY NOT ALWAYS BE ACCURATE, VALID OR COMPLETE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HIRERIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.

4. MVR's; PROFESSIONAL SERVICES.

- (a) Motor Vehicle Records. If motor vehicle records ("MVRs") are requested to be included in the Screening Report with respect to any Applicant, then Subscriber further agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees; (ii) it will comply with all applicable federal and state laws related to the use and review of MVRs, including the Driver's Privacy Protection Act found at 18 U.S.C. §2721 et seq. ("DPPA"); (iii) it will not use the MVR to build its own database; and (iv) it will, from time to time upon

HireRight's request, execute DMV forms required by applicable states for access to MVRs.

- (b) Professional Services. Unless otherwise expressly stated in Attachment B, HireRight's fees correspond to HireRight's standard technology, product and service offerings, and exclude any customized technology development, reporting, product features and service levels. Should Subscriber desire such customization, the parties shall set forth the corresponding terms and fees in a mutually acceptable statement of work or amendment.

5. FEES.

- (a) Fees. Subscriber shall pay for all services at the rates set forth in the Schedule of Fees in Attachment B. HireRight's fees are exclusive of any sales taxes, and any value added taxes and other similar indirect taxes ("VAT"), applicable to its services. In the event HireRight's services are subject to sales tax or VAT, then Subscriber shall be responsible for such taxes, and, where applicable, it shall be Subscriber's responsibility to self-account for local VAT via a self-charging or reverse charge mechanism. If Subscriber requests and HireRight provides additional services not initially set forth in the Schedule of Fees, such added services will hereby be incorporated into this Agreement at HireRight's then-current or otherwise mutually agreed-upon rates. Subscriber acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations once processing has commenced.
- (b) Payment Terms. HireRight shall invoice Subscriber on a monthly basis, and Subscriber shall within thirty (30) days of receipt of invoice make payment on amounts due. Subscriber shall promptly review each invoice and notify HireRight of any errors or disputes within thirty (30) days after the date of invoice, after which the invoice shall be considered approved by Subscriber. If all undisputed payments due are not received by HireRight in a timely manner, HireRight may upon ten (10) days advance written notice (i) suspend Subscriber's account until such time as payment is received, and/or (ii) charge Subscriber interest on the outstanding balance at a rate which is the lesser of 1 ½ % per month or the highest rate permitted by applicable Laws.
- (c) Revisions. The prices set forth in the Schedule of Fees shall be fixed for the initial term of the Agreement; provided, however, that if at any time (i) there are changes in Laws (including any ordinances or other regulatory, administrative or governmental acts or measures) which materially increase HireRight's cost of service or reasonably require additional related services to be provided by HireRight, or in HireRight's determination restrict its ability to reasonably continue to provide the services hereunder, or (ii) HireRight's supplier costs applicable to its services are materially increased, HireRight reserves the right, upon forty-five (45) days prior written notice to Subscriber, to (a) add a reasonable surcharge to the pricing set forth herein to cover the added costs of providing the affected service(s), and/or (b) modify or cease providing the affected service(s).

6. CONFIDENTIAL INFORMATION.

- (a) Confidential Information Defined. During the term, each party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical

form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including its software; systems and technology; product and service specifications, methodologies and strategies; pricing; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information shall not include information which (a) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (b) was or is independently developed by the Receiving Party without use of the Confidential Information; (c) is now or hereafter becomes available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

(b) **Duty of Confidentiality.** The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the secrecy of its own confidential materials); (iii) that it will not, without the prior written consent of the Disclosing Party, disclose any portion of the Confidential Information to any third party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) **Required Disclosures.** If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, application regulations or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information, the Receiving Party may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the Disclosing Party of such required disclosure so that Disclosing Party may seek an appropriate protective order. Notwithstanding anything to the contrary above, HireRight shall not (i) be restricted from disclosing to Applicants their Screening Reports and file information in accordance with applicable Laws, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its services under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or Applicant data related thereto in HireRight's files.

7. **LIMITATION OF LIABILITY.** Except for its indemnification obligations under Section 8(a) below, or where it has committed gross negligence or intentional misconduct, HireRight's total liability to Subscriber during any calendar year shall not exceed three (3) times Subscriber's average monthly fees paid during such calendar year. HireRight's liability shall further be limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record at issue (e.g., should a motor vehicle

record accidentally be unreported and the Applicant subsequently be terminated for poor performance in a non-driving capacity, such performance would be conduct of a different class than the moving violation.) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HireRight and Subscriber each will in good faith use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

8. **INDEMNIFICATION.**

(a) **By HireRight.** HireRight shall indemnify, defend and hold Subscriber harmless from and against any and all third party claims, demands, suits, judgments, costs, expenses and liabilities, including reasonable attorneys' fees, (collectively, "Claims"), to the extent caused by HireRight's intentional misconduct or failure to comply with the FCRA or other applicable Laws; provided, however, that with respect to any Applicant Claim alleging inaccurate Screening Report information, Subscriber shall, prior to having taken any action adverse to the Applicant based on the Screening Report, have provided HireRight a reasonable opportunity to reinvestigate the disputed information in accordance with HireRight's FCRA-imposed reinvestigation obligations and deadlines.

(b) **By Subscriber.** Subscriber shall indemnify, defend and hold HireRight harmless from and against any and all third party Claims to the extent caused by Subscriber's intentional misconduct or failure to comply with the FCRA or other applicable Laws. In the event Subscriber engages HireRight to perform professional reference checks, Subscriber further agrees to defend, indemnify and hold HireRight harmless from and against all Claims with respect to the content of reference questions that have been customized at Subscriber's request or the content of the reference's responses accurately reported by HireRight.

(c) **Procedure.** Each indemnified party (the party seeking indemnification) hereunder shall provide the indemnifying party prompt written notice of a Claim and shall cooperate with the indemnifying party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the indemnifying party. The indemnified party may, at its option, participate in the defense in any such Claim, with its separate counsel and at its own cost, and the indemnifying party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the indemnifying party shall have sole control of the defense and any settlement of such claim or action and the indemnified party shall not compromise or settle any such Claim without the prior written consent of the indemnifying party. In no event shall the indemnifying party, without the reasonable consent of the indemnified party, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or materially prejudice the indemnified party.

9. **TERM; TERMINATION.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and continue in force for an initial period of four (4) years, and thereafter shall automatically renew for successive

periods of one (1) year each, unless and until either party terminates this Agreement at any time (i) for convenience, upon delivery of 60 days advance written notice, or (ii) for cause in accordance with Section 9(b) below. In the event services are ordered and provided following any termination or expiration of this Agreement, all terms and conditions of this Agreement shall apply to such services.

- (b) **Termination.** If either party (a) defaults in the performance of its material obligations hereunder and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (b) becomes the subject of any proceeding commenced under any provision of the United States Bankruptcy Code, or executes any assignment for the benefit of creditors or the filing for relief under any applicable reorganization, moratorium or similar debtor relief Laws, then in any such event the other party may terminate this Agreement upon delivery of written notice. Additionally, HireRight may suspend performance under this Agreement without penalty upon written notice to Subscriber, in the event Subscriber's breach of this Agreement is reasonably determined by HireRight to be a violation of Law or to present a risk of non-compliance by HireRight with applicable Law. Following the expiration or earlier termination of this Agreement, HireRight shall provide Subscriber with a reasonable opportunity to (i) download for its records copies of all its Applicant Screening Reports, and/or (ii) obtain from HireRight, at HireRight's then-current fee, a CD containing copies of all of Subscriber's Applicant Screening Reports. Thereafter, and notwithstanding anything to the contrary in this Agreement, HireRight shall have no further duty to maintain copies of Applicant Screening Reports for access by Subscriber.

10. **NOTICES.** Any notice that is required or permitted hereunder shall be deemed given only if delivered personally or sent by facsimile (with transmission confirmed) or by registered or certified mail, return receipt requested and postage prepaid, or by a nationally recognized overnight delivery service, addressed as follows:

If to HireRight: HireRight, Inc.
5151 California Avenue,
Irvine, CA 92617
Attention: Legal Department
Fax: (949) 224-6062

If to Subscriber:

11. **MISCELLANEOUS**

- (a) **Entire Agreement; No Third Party Beneficiaries.** This Agreement (including Subscriber's application and all attachments hereto, which are hereby incorporated herein) sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and is not intended to confer upon any person, other than the parties to this Agreement, any rights, remedies or claims under or in

respect of this Agreement. This Agreement may not be modified by any purchase order or similar order forms received from Subscriber, even if HireRight has accepted or acknowledged receipt of such forms.

- (b) **Affiliates.** Upon HireRight's receiving authorization from Subscriber in a form reasonably acceptable to HireRight, HireRight will permit any Affiliate of Subscriber to order HireRight's services under the same terms and conditions as this Agreement, provided that: (i) the Affiliate is neither an existing customer nor a competitor of HireRight, (ii) the Affiliate satisfies HireRight's standard account access credentialing requirements, and (iii) the Affiliate executes a mutually acceptable "join-on" agreement that binds both HireRight and the Affiliate to the terms herein, and includes the Certification in Attachment A. "Affiliate" shall mean any entity controlling, controlled by or under common control with Subscriber.
- (c) **Amendment; Waiver.** This Agreement may be modified only by a writing executed by an authorized representative of both parties; provided, however, that any updates to the Schedule of Fees (Attachment B) which may be made from time to time during the term shall be effective upon the written authorization of Subscriber's "Super User" or other designee. The failure of either party at any time to enforce its rights hereunder shall not be construed as having in any way modified or waived such rights.
- (d) **Severability; Interpretation.** If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part, for any reason, such provision(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. The words "include" or "including" herein shall mean "include(ing) without limitation." This Agreement shall be considered drafted mutually by the parties.
- (e) **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that HireRight shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets.
- (f) **Remedies Cumulative.** Subject to the limitations in Section 7 above, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (g) **Force Majeure.** The obligation of either party to perform under this Agreement shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including changes in Laws, university or courthouse closures, power or internet service failure, third party system or service integration failure, war, and earthquake, fire, flood or other natural disaster.
- (h) **Survival.** All provisions of this Agreement which by their nature are reasonably intended to have effect after termination

of this Agreement (including Sections 2(a), (d) and (e); 6; 7; 8 and 11) shall survive such termination.

(i) **Governing Law; Venue; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. In the event of any dispute between the parties, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted under the Federal Arbitration Act, in Orange County, California. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.

(j) **Independent Contractors; Title.** The parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties. Subscriber acknowledges that all title, ownership and intellectual property rights of the HireRight system, products and services, including all work performed under any statement of work by HireRight in its performance of services, and all documentation relating thereto, shall remain the property of HireRight and/or its licensors or suppliers. Subscriber further acknowledges that HireRight is an aggregator of third-party data and information and that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subscriber shall retain the perpetual right

to maintain its copies of Screening Reports in accordance with and subject to this Agreement.

(k) **Counterparts.** This Agreement may be executed by electronic signature, and may be delivered by facsimile in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. Each party represents that this Agreement has been executed on its behalf by a representative authorized to bind it with respect to the undertakings and obligations contained in the Agreement.

AGREED:

"Subscriber"

Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

"HireRight, Inc."

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Attachment A

Compliance Certification & Information Security

Subscriber Compliance Certification

Subscriber certifies to HireRight as follows with respect to each Screening Report Subscriber orders and/or receives:

- 1) **Permissible Purpose.** Subscriber agrees to procure and use Screening Reports only for legally permissible *employment purposes* in order to evaluate an Applicant consumer for employment, promotion, reassignment or retention as an employee, and for no other purpose.
- 2) **Applicant Disclosure and Consent.** Subscriber will ensure that prior to its procurement of a Screening Report for employment purposes: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes (and for California Applicants, the disclosure shall also include the name, address and telephone number of HireRight, the nature and scope of the investigation requested, a summary of the provisions of Ca. Civil Code §1786.22, and otherwise comply with Ca. Civil Code §1786.16); and (ii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (and for CA, OK and MN Applicants, Subscriber shall provide the Applicant, by means of a check box, an option by which the Applicant may indicate on their written consent form that the Applicant wishes to receive a copy of any Screening Report that is prepared).
- 3) **Pre-Adverse Action Disclosures.** In using a Screening Report for employment purposes, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant under the FCRA, as prescribed by the Federal Trade Commission under FCRA §609(c)(3) (the "Summary of Consumer Rights"), and any other notices required by applicable law.
- 4) **Adverse Action Disclosures.** After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above, and after Subscriber has given the Applicant reasonable time to dispute the information contained in their Screening Report, Subscriber will, if intending to take adverse action, send the Applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report.
- 5) **EEO Compliance.** The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 6) **Investigative Consumer Reports.** For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Subscriber procures from HireRight, Subscriber has complied with its obligations under FCRA §606(a) and (b), including without limitation the following:
 - a) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to

the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:

- i) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and
 - ii) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in (b.) below, and a written Summary of Consumer Rights; and
- b) upon written request made by the Applicant within a reasonable period of time after the receipt by him of the disclosure required in paragraph 6.a.(i) above, Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

Information Access & Security

1. Subscriber should protect its HireRight account identification number(s) and password(s) ("Account I.D.'s") so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. At no time or place should Subscriber post or otherwise publicly display these Account I.D.'s. If a person who knows the Account I.D.'s leaves your company or no longer needs to have access due to a change in duties, the Account I.D.'s should be changed immediately.
2. Place all terminal devices or systems used to obtain Screening Reports in a secure location within your facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, be sure to turn off and/or lock all such devices or systems used to access Screening Reports.
3. Secure hard copies and electronic files of Screening Reports within your facility so that only authorized personnel can access them.
4. Shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
5. Erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Make all appropriate employees aware that your company can order and use Screening Reports only for permissible employment purposes, and that employees may not order their own reports nor should they order or access the report of a family member or friend unless it is approved for the permissible employment purpose authorized in, and conducted in accordance with, your services agreement with HireRight.

Attachment B
Schedule of Fees

Preliminary Quote**COMPANY NAME - DATE****QUOTE VALID FOR 90 DAYS****AND SUBJECT TO EXECUTION OF A HIRERIGHT SUBSCRIBER AGREEMENT**

(Applies to 50 United States; excludes US territories and Commonwealths)

HIRERIGHT SOFTWARE SOLUTIONS

HireRight Enterprise Solution	Price
Standard Features	
✓ Account configuration and permission setting for system Users	Included
✓ Online ordering and report retrieval	Included
✓ Applicant Self-Service	Included
✓ Online Management Reports	Included
✓ Online Adverse Action letters (pre-populated with Applicant data)	Included
✓ Electronic Invoicing	Included
✓ Automated status notifications	Included
✓ Duplicate background report order warning	Included
✓ Real-time researcher comments	Included
✓ Recruiter reassignment feature	Included
✓ E-Mail to Applicant Carbon Copy feature	Included
24/5 Customer Service Support via	Included
• Toll-Free Telephone	Included
• E-mail	Included
✓ • Live Chat	Included
✓ Online Resource Center	Included
✓ Hawaii contingent offer certification (check box)	Included
✓ Consent Form – online template (fax version)	Included
	Total <i>No Charge</i>
Optional Features	
e-Signature	Available
Applicant “check box” report delivery (CA,OK, MN)	Available
Optional Software Applications	
Pre-integrated Solution	Available Upon Request
Employment Application Solution	Available Upon Request
Extended Workforce Screening Solution	Available Upon Request

Confidentiality

This Schedule of Fees contains information that is confidential and proprietary to HireRight. In consideration of receipt of this document, you agree (i) to make this information available only to those of your employees who need access to such information for the purpose of evaluating its contents, and (ii) not to disclose this information to any third party for any purpose without the prior written consent of an authorized representative of HireRight.

PACKAGE AND A LA CARTE PRICING

(Please note: these package(s) can be further customized to suit your company's needs)

Domestic Schedule of Fees

Basic Package	\$76.90	per applicant
<ul style="list-style-type: none"> - SSN Trace - Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace - Widescreen Plus National Criminal Search (g) - National Sex Offender Search - Federal Criminal - current district of residence(a) - Education Report - highest degree(b) - Professional Reference Check Report - (Qty 3 References) - (Standard 6 questions) 		
Basic Package + Edu (all)	\$85.40	per applicant
<ul style="list-style-type: none"> - SSN Trace - Criminal Felony & Misdemeanor - 7 years (a) - Unlimited # of counties as revealed by SSN Trace - Widescreen Plus National Criminal Search (g) - National Sex Offender Search - Federal Criminal - current district of residence(a) - Education - Pkg. - All Previous Degrees, Post High School (b) - Professional Reference Check Report - (Qty 3 References) - (Standard 6 questions) 		
A LA CARTE	-	
Criminal Felony & Misdemeanor - 7 years (a)	\$8.50	per county
Education Report - per school - plus surcharges(b)	\$8.50	per institution
Employee Credit Report	\$6.50	per report
Employee Credit Report - when added to a package	\$3.50	per report
Employment Report - per employer - plus surcharges(b)	\$8.90	per employer
Federal Criminal - per district(a)	\$5.50	per district
MVR Report - per state - plus surcharges(c)	\$3.95	per state
National Sex Offender Search	\$5.75	per name
Professional Licenses Report - per license	\$9.00	per license
Professional Reference Check - per additional question	\$1.50	per question
Professional Reference Check Report - (Qty 1 Reference) - (Standard 6 questions)	\$9.00	per reference
Prohibited Parties - includes OFAC	\$4.50	per name
SSN Trace - per applicant	\$2.95	per SSN
SSN Validation	\$0.75	per SSN
Statewide Criminal Search - per state (a)	\$8.90	per state
Widescreen Plus National Criminal Search (g)	\$5.95	per name
DHS Services		
Urine Drug Testing - Standard 5/9 Panel - per applicant - no MRO*(d)	\$24.50	per test
Urine Drug Testing - Standard 5/9 Panel - per applicant - w/ MRO on all non-negatives*(d)	\$26.50	per test
HireRight electronic COC - Standard 5/9 Panel - per applicant - no MRO*(d)	\$28.50	per test
HireRight electronic COC - Standard 5/9 Panel - per applicant - w/ MRO on all non-negatives*(d)	\$30.50	per test

MRO for non-negatives - per applicant (in addition to drug test fee)†

\$27.00 per review

Ancillary Services

Data Entry Fee	\$5.00	per fax
Pre-Adverse Action Package (Letter, report copy, summary of rights) (via first class mail)	\$5.00	per letter sent
Adverse Action Package (via first class mail)	\$5.00	per letter sent
Self Adjudication Functionality	\$1.00	per package
Adjudication	\$4.00	per package
Electronic Signature - per form	\$1.50	per form
Report delivery per check-box request by applicant (e-mail)	\$1.75	per request

Online Consent Form and report delivery options		
HireRight Consent Form Options		Price
<input type="checkbox"/>	Not Interested Subscriber elects to manage Consent Forms outside of the HireRight solution.	No Charge
<input type="checkbox"/>	Online Consent – e-Signature with report delivery -Charge per form Consent form is online and Applicant's signature is electronically captured by the HireRight system for orders placed through Applicant Password feature.	Please refer to a la carte price list for ancillary services above.
<input type="checkbox"/>	E-mail Report Delivery HireRight will e-mail completed report to Applicants in CA/OK/MN who check the box on the consent form to request a report copy	Please refer to a la carte price list for ancillary services above.

Data Entry			
		Price	Billing
<input type="checkbox"/>	Data Entry – HireRight can enter your orders from your faxed requests.	Please refer to a la carte price list for ancillary services above.	Bill a la Carte

PROFESSIONAL SERVICES

Implementation Services

Price

Leveraging Best Practices refined over many years of partnering with our customers, HireRight highly trained and experienced Implementation Project Managers are dedicated to delivering a best in class background screening solution.

Standard Implementation

- Dedicated Project Manager
- Proven Methodology – Quick Start Process
 - Planning → Implementation → Training → Go Live → Post-Implementation Follow-up
- Implementation Documentation
 - User Spreadsheet Template
 - Implementation Account Summary Document
- Account Configuration
- Best Practices Consultation
- Change Management Tools
- Weekly Status Meetings
- Status Reports
- Post-Live teleconferences
- First Invoice Review

\$10,000
- (\$10,000) Discount
\$ 0.00 Net Cost*

Custom Implementation Request

\$250 per hour*

Request for additional or non-standard services to be scoped and reviewed with Subscriber prior to commencing work on request

* If Subscriber requests services on site, actual travel expenses incurred will be billed to Subscriber (e.g., air, car, hotel, food, misc.). The fee discount provided above (if any) is contingent on Subscriber's entering into a service agreement and commencing regular services with HireRight. In the event that Subscriber chooses not to enter into a HireRight Subscriber Agreement and/or commence regular ordering of HireRight's services for any reason other than HireRight's failure to reasonably perform its duties, Subscriber agrees that it will reimburse HireRight (at the hourly rate set forth above) for its time reasonably invested in service implementation.

Professional Services – Technical Consulting		Price
HireRight can provide your organization with custom solutions highly tailored to your business needs. A sampling of frequently requested services is below. Please contact HireRight to have your custom project scoped and quoted.		
	Rapid Customization Request (RCR) Small-scope customization requiring less than 8 FTE hours effort (Requirements gathering, Development and Testing) A few scope examples are: Adverse action letter and Consent verbiage changes etc.	\$500.00 per RCR per domain
	Custom Management Reports Additional report request that are outside the standard HireRight delivered Management Reports \$500 – For reports requiring less than 8 FTE hours effort (Requirements gathering, Development and Testing) \$1000 – For reports requiring greater than 8 FTE hours effort (Requirements gathering, Development and Testing)	1 Simple Report - \$500.00 1 Standard Report - \$1,000.00
	Custom Solution Consulting The design and implementation of a custom process or technology solution. Increased Scope Complexity, requiring a dedicated PSO Technical Consultant for Requirements gathering, Development and Testing. Solutions include but not limited to: Custom front end integrations with non-partner ATS and backend data feed using our API toolkit, i9 batch upload etc.	\$250.00 per hour or \$2,000.00 per day (one person on site) + Travel expenses

SECURE ACCOUNT SET-UP (REQUIRED)

Physical Onsite Inspection and Credentialing Charge

\$150.00 (one time)

As a regulated consumer reporting agency compliance requirement, as an industry Best Practice, and for the additional protection and security of Partner's and Partner's Clients' (each a Subscriber) personal data and the personal data of all HireRight Subscribers, HireRight shall perform a physical onsite inspection of each Subscriber's business premises and perform other such due diligence to credential Subscriber. Please note that the onsite inspection must be scheduled an estimated 3-5 business days in advance of anticipated account activation.

HireRight Notes:

Note 1: Prices shown are discounted to reflect cash payment in accordance with the agreed upon payment terms. Note 2: Alternative forms of payment such as credit cards are subject to different price schedules. Note 3: HireRight's pricing is established based on specific volume levels. As volume levels change significantly, HireRight reserves the right to readdress pricing accordingly.

HireRight Footnotes:

- Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by HireRight. Such fees include case copies associated with records found. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.
- Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through to Subscriber in addition to the fees charged by HireRight.
- Fees levied by certain states for motor vehicle records will be passed through to Subscriber in addition to the fees charged by HireRight. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone email or fax, such that HireRight must submit requests in writing. HireRight will consolidate all shipments to decrease surcharge costs when possible.
- Drug test collection fees, breath alcohol testing fees and physical examination fees performed at clinics that have been pre-established specifically for the subscriber will be added to the base fee and passed through to subscriber. Additional charges will be incurred for the following services:
 Using Out of Network Collection Facilities (not pre-established) - \$25.00 per test
 Using One-to-One Setups (Collection Site Referrals) - \$25.00 per Referral
 Unclaimed drug tests, alcohol tests and physical examinations and other unclaimed tests - \$8.00 per test

Services listed below are available and will be billed at the rates specified upon request:

- 24/7/365 Day a Year Coordination/Emergency Services (including coordination of international collections) – Test Coordination service pricing covers coordination costs only and does not include drug test collection, breath alcohol testing fees and/or related expenses.

Normal Business Hours - \$75.00

After Business Hours, Weekends and Holidays - \$150.00

- Split Sample Retest Fee - \$250.00
- Shy Lung - \$75.00
- Shy Bladder - \$75.00
- Medical Consulting - \$300.00 per hour
- MIS Consulting - \$175.00 per hour
- Program Consulting - \$300.00 per hour
- Subscriber Audit Support - \$300.00 per hour
- Telephonic Expert Testimony - \$300.00 per hour
- Onsite Expert Testimony - \$300.00 per hour plus travel, meals, lodging and expenses
- MRO Litigation Hearing Package - \$75.00 per package
- Laboratory Litigation Hearing Package - \$275.00 per package

Expenses and fees for services not listed in this Schedule of Fees will be billed at HireRight's usual and customary rates, unless otherwise agreed in writing between HireRight and Subscriber. Subscriber will reimburse HireRight reasonable administrative, copying and shipping charges for special requests for records, results, product shipment or other information.

(e) If any element of the search in any package involves more than one country, the additional country/countries will be charged in accordance with International Schedule of Fees. International search pricing is based on current vendor availability and cost and is subject to change without notice.

(f) Fees levied for any other products including but not limited to worker compensation, sex offender, or credit searches will be passed through to Subscriber in addition to the fees charged by HireRight.

(g) All records generated by this product are "possible records" and are not confirmed to be the records of the applicable applicant. To ensure that records returned by this database are accurate, current and complete, in accordance with the FCRA, Subscriber must verify each record at the applicable source courthouse. Accordingly, for all possible records generated by this product, HireRight automatically will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to Subscriber at the applicable a la carte rate.

* Price for services performed at LabCorp PSC. Any collection outside of a LabCorp PSC will incur an additional fee.

† Non-negative results include: positive, adulterated, negative dilute, positive dilute, substituted and invalid result.

Acknowledged by Subscriber's Designee:

Company: _____

Name: _____

Title: _____

Date: _____

Acknowledged by HireRight's Designee:

Company: _____

Name: _____

Title: _____

Date: _____