

Master Service Agreement for the Complio System

This Master Service Agreement for the Complio System (this “Agreement”) is made by and between **American DataBank, LLC** (“ADB”) and **The School Board of Broward County, Florida** (the “Institution”). The effective date of this Agreement is the date indicated below Institution’s signature at the end of this Agreement.

Background Statement

ADB has developed a proprietary software system and database for tracking and reviewing individual health records and background screening reports (the “Complio System”). This Agreement sets forth the material terms and conditions under which ADB will license its Complio System to the Institution for High School students and develop for the Institution a unique website and software system (hereinafter the “System”) to enable users of the System (e.g., current or prospective students or other participants in the program (“Students”)) to (1) upload and track immunization and health records and other compliance documents (“Health Records”), (2) obtain and access background screening reports (“Screening Reports”) and/or (3) upload and track Clinical Onboarding requirements. This Agreement constitutes a legally binding agreement between ADB and the Institution.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, ADB and the Institution (hereinafter the “Parties”) agree as follows:

1. Immunization Tracking Services. In the event Institution orders immunization and health record tracking services, ADB and Institution agree to comply with the Immunization Tracking Terms and Conditions attached hereto as **Exhibit A** as if said terms were set forth in full herein.

2. Background Screening Services. In the event Institution orders background screening services (including drug tests), ADB and Institution agree to comply with all applicable terms and conditions of the FCRA Compliance Terms attached hereto as **Exhibit B** as if said terms were set forth in full herein. ADB is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act (“FCRA” at 15 U.S.C. Section 1681 *et seq.*).

3. Clinical Onboarding Tracking. In the event Institution orders Clinical Onboarding Tracking (“COT”), ADB will make COT services available pursuant to the terms described in **Exhibit C**.

4. Student Records; FERPA. All parties to this Agreement shall fully comply with the requirements of FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. In particular, ADB agrees as follows:

- (i) ADB acknowledges that Institution and ADB are subject to legal obligations with respect to the privacy of personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”).
- (ii) To the extent that ADB (i) creates, (ii) receives from or on behalf of **Institution**, or (iii) has access to such Education Records, ADB agrees that it shall (a) abide by the terms of FERPA, the applicable regulations enacted under FERPA, and the Institution’s policy with respect to handling of Education Records; and (b) not disclose or **provide access** to the information to any third party without the prior written consent of the student as required by FERPA. Institution shall obtain written consent of students prior to disclosing any student

information to ADB or uploading any student information to ADB systems.

- (iii) If ADB discloses any of the Education Records to a subcontractor or agent, ADB shall require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on ADB.
- (iv) ADB shall take any action reasonably requested by the Institution to protect the privacy and confidentiality of Education Records.
- (v) **Notice of Impermissible Use.** If an impermissible use or disclosure of any of the Education Records occurs, ADB shall provide written notice to Institution within one (1) business day after ADB’s discovery of that use or disclosure. ADB shall promptly provide Institution with all information requested by Institution regarding the impermissible use or disclosure. ADB will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse Institution any direct costs incurred by Institution for doing so. ADB shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to by Federal and/ or Florida law.
- (vi) **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if Institution reasonably determines that ADB has breached any of the restrictions or obligations set forth in this Section, Institution may immediately terminate this Agreement without notice or opportunity to cure.
- (vii) **Return of Education Records.** ADB agrees that upon the expiration or termination of this Agreement, for any reason, Institution shall have direct control over the destruction of all Education Records created or received from or on behalf of Institution. Institution agrees to take into account the desire of students to have access to their Complio records indefinitely following graduation for work-related reasons.
- (viii) **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

5. Grant of License. In consideration of the payments made pursuant to Section 6 below, and subject to all the terms of this Agreement, ADB hereby (1) agrees to perform the ADB services described in this Agreement using ADB employees in a competent, professional manner in accordance with industry standards, and (2) grants the Institution and its Students a limited, non-exclusive, non-transferable right and license to use the Complio System (hereinafter the “License”) to access the System during the Subscription Period. It will be a violation of this License and grounds for immediate termination of this Agreement if Institution allows any third party or other consumer reporting agency to review or have access to any part of the Complio System.

6. Payment for ADB Services:

In consideration of ADB’s performance of the ADB services described herein and the License granted herein, the Institution agrees to pay ADB, or cause its Students to pay, the applicable Fees as set forth in **Exhibit A (Addendum #2)**, **Exhibit B (Addendum #1)** and **Exhibit C**. If this Agreement is terminated by the Institution, or if a Student decides to discontinue using the System, ADB shall not be obligated to refund any portion of the Fees paid unless the termination resulted from negligence, willful misconduct or a material breach of this Agreement by ADB that has not been cured within a reasonable time not to exceed ten (10) business days after receipt of written notice.

7. Disclaimer; Limitation of Liability:

The Institution understands that the Screening Reports information and the Health Records information received by ADB is obtained "AS IS"; accordingly this information and the records uploaded by Students are delivered "AS IS". ADB makes no representation or warranty, express or implied, regarding, and ADB shall not be responsible for the accuracy, validity, or completeness of, any information or data submitted to the System. No assurance is given that the services will be provided on an uninterrupted basis. ADB expressly disclaims any and all such representations and warranties. In the event either party is liable to the other party for any matter, whether arising in contract, equity, or tort, the amount of damages recoverable will not include any amount for indirect or consequential damages.

ADB does not guarantee Institution's compliance with applicable laws regarding Institution's use of reported information and does not provide legal or other compliance-related services upon which Institution may rely. Institution understands that no part of this Agreement, and no part of any communication with ADB's representatives regarding background searches, reviews or other services offered by ADB, shall be considered legal advice on which Institution may rely.

8. Insurance Requirements:

ADB shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Professional Liability/Technical Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- a) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- b) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- c) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

9. Compliance with Laws:

The Institution and ADB each agree to comply with, and require their respective employees, agents and subcontractors to comply with, all applicable federal, state and local laws and regulations.

10. Independent Contractor:

It is expressly understood that the Parties to the Agreement will be acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship. Nothing in the Agreement shall be construed as creating a partnership or joint venture between the Parties. ADB and its officers, directors, employees, and its agents and affiliates shall not be deemed to be employees of the Institution.

11. Copyright and URL Ownership:

ADB retains all copyrights and other ownership rights in the System and the associated URL, except for any logos or trademarks owned by the Institution that may be used in conjunction with the System, as deemed appropriate by written agreement between ADB and the Institution. The System and all associated interfaces and URLs are the property of ADB and may not be copied or duplicated without the written consent of ADB.

12. Term and Termination:

The term of this Agreement shall be for two (2) years commencing as of the effective date, and will automatically renew thereafter for successive one-year periods unless terminated by either party by giving written notice of termination at least sixty (60) days prior to the end of the current term (the "Term"), provided, however, that this Agreement may be terminated by Institution at any time during the initial two-year Term by reimbursing ADB for its upfront costs in building each of Institution's customized Systems, which costs shall be \$2,000 if termination occurs in the first 15 months and \$1,000 if termination occurs during months 16 – 24 following the Start Date. Either party may terminate this Agreement at any time without consequence in the event of a material breach of this Agreement by the other party and such breach has not been cured for ten (10) business days subsequent to receipt of written notice by the non-breaching party to the breaching party (a "for cause" termination). Termination of this Agreement shall, in ADB's discretion, result in termination of the License. In the event of termination, ADB shall complete all pending Student background checks, if any, that were ordered prior to date of termination.

12.b. Managed Documents:

Institution understands, and agrees to inform Students, that third-party documents not assembled or evaluated by ADB (including Screening Reports) must be uploaded to the "Managed Documents" folder of Complio where they will be available for storage and archiving but will not be available for sharing with health facilities and other persons through the Complio system. To share Managed Documents they must first be downloaded and then sent by mail or email.

13. Third Party Records:

Institution agrees that it will not upload to the Complio System, for sharing with third parties via the System, any Screening Reports or other documents prepared by a different Consumer Reporting Agency other than ADB.

14. Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ADB shall keep and maintain public records required by Institution to perform the services required under this Agreement. Upon request from Institution's custodian of public records, ADB shall provide Institution with a copy of any requested public records or to allow the requested public records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ADB shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if ADB does not transfer the public records to Institution. Upon completion of the Agreement, ADB shall transfer, at no cost, to Institution all public records in possession of ADB or keep and maintain public records required by Institution to perform the services required under the Agreement. If ADB transfers all public records to Institution upon completion of the Agreement, ADB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADB keeps and maintains public records upon completion of the Agreement, ADB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Institution, upon request from Institution's custodian of public records, in a format that is compatible with Institution's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

14. Data Security:

ADB agrees take such precautions and implement such security safeguards as are customary in similar data management businesses to prevent unauthorized access to Student information maintained on its System.

15. Miscellaneous:

This Agreement shall be interpreted under, and construed in accordance with, the laws of the State of Colorado, without reference to its principles of conflicts of laws. With respect to any action arising out of this Agreement, the Parties accept the exclusive jurisdiction of the state courts in Colorado, and agree that venue shall lie exclusively in Denver County, Colorado.

All of the terms of this Agreement are confidential and may not be disclosed to any third party or vendor.

This Agreement is non-exclusive; the Parties each retain the right to enter into similar arrangements with other entities.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of the Agreement and cancels, terminates and supersedes any prior or

contemporaneous agreement or understanding, whether oral or written, including any and all oral or written precedents, on this subject between the ADB and the Institution. This Agreement may be amended or supplemented only by written agreement signed by both Parties.

The headings of the sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All notices pursuant to this Agreement shall be in written form, and shall be deemed delivered (a) on the date receipt of an email is confirmed if notice is delivered by email or (b) on the business day designated as the delivery date if sent by reputable overnight courier. All such notices and other communications shall be addressed to the Parties at the respective addresses set forth as follows, or at such other address as a party may designate upon ten (10) days' prior written notice to the other Party:

If to ADB, to:
American DataBank, LLC
110 16th Street, 8th Floor
Denver, Colorado 80202
Attn: Mr. Toshi Akiyama, CEO
Email: cs@americandatabank.com

If to Institution, to:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Signatures sent via facsimile (or by means of other commonly-used electronic means (e.g. email, PDF)) shall be considered originals. Exhibits A, B and C to this Agreement, and the Addenda thereto, are deemed fully incorporated herein and form a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date under the Institution's signature below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FOR ADB

(Corporate Seal)



American Databank, LLC

ATTEST:

R Adams

Secretary

By

[Signature]

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 25th day of January, 2018 by Toshi Akiyama of American Databank LLC, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

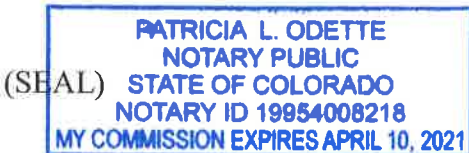
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: April 20, 2021

Patricia L. Odette
Signature – Notary Public

Patricia L. Odette
Printed Name of Notary

19954008218
Notary's Commission No.



FOR INSTITUTION

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By _____
Nora Rupert, Chair

Date

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2017.11.27 14:43:44 -05'00'

Office of the General Counsel

Exhibit A**Immunization Tracking: Terms and Conditions****Broward County Public Schools – High School Students will not be using Immunization Tracking as of April 27, 2017**

1. ADB Obligations: ADB agrees to provide the following immunization tracking services:

(i) **Development of Rules.** ADB will work with the Institution to identify the immunization criteria and rules that need to be tracked for each Institution department that has unique immunization requirements (“Rules”). ADB shall develop and maintain a unique System for each set of immunization Rules identified by the Institution and the applicable clinical sites. The Rule requirements as determined by the Institution and accepted by ADB are set forth in **Addendum #1 to Exhibit A.**

(ii) **Development of Unique Website.** ADB will develop a unique website and software System that Students can use to enter, and the Institution can use to track, completion of immunization and other health record requirements for each Student.

(iii) **Uploading Functionality.** The System will enable Students or personnel at the Institution to upload documents and related information, including scanned documents and readable digital photo images under 5MB, in a manner that can be viewed by the Institution and authorized clinical facilities.

(iv) **“Review and Assist” Service.** As part of this Complio Full Service Agreement, ADB will use reasonable efforts to Review the health records submitted by each Student and Assist Students to complete the uploading of documents that comply with the Rules created by the Institution as set forth in **Exhibit A** (“Review and Assist Service”). For each Rule requirement the ADB Reviewer will indicate the Reviewer’s initial assessment of compliance with the Rules, e.g. complete or incomplete. Students who are “complete” for all applicable Rules will become “Ready for Review and Verification” by the Institution. Students who are “incomplete” with respect to one or more Rule requirements will be contacted by ADB by email and advised of the need to supply the missing documents. Institution will be able to see the status of all missing documents via the administration portal at the same time that ADB notifies the Students of their “incomplete status”. All decisions to verify compliance with the Rules or to accept or reject Students, or give them a waiver from compliance with the Rules, will be made by Institution. ADB will use reasonable efforts to explain to Students the reasons for Institution’s Rule requirements. Students who dispute the reasons for Rule requirements will be referred to the Institution.

(v) **Rule Change Requests.** When the Institution needs to modify or update its immunization tracking requirements, ADB will reprogram Institution’s System to accommodate these Rule Change requests. Fees may be incurred for frequent Rule Change requests as described in **Addendum #2 to Exhibit A.** A “Rule Change” is defined as any request to change one or more items programmatically in the System or to modify review criteria. Any Rule Changes wherein all changes can be completed at one time would constitute one Rule Change.

(vi) **Reminders.** For Students, the System will transmit email reminders, automatically and at intervals as determined and configured by the Institution, including at various intervals preceding expiration, on date of expiration, as well as various intervals following expiration. Such reminders will be sent for all items associated with an expiration as constructed in the System, as agreed between the Institution and ADB at the time the System is customized for the Institution.

(vii) **System Access and Support.** ADB shall manage and maintain the System so that the Institution has access and ability to view the requirements of each authorized clinical site and the status of the Health Records uploaded by each Student. ADB shall have the right at any time, without prior notice to the Institution, to make changes, upgrades and enhancements to the System, provided that the Institution shall be given immediate written notice if any such changes cause the System to be inaccessible for more than a 24 hour period of time. The Institution agrees that ADB may shut down the System without notice in the event any contaminated or unauthorized document is uploaded to the System provided, however, that ADB shall notify the Institution in writing in cases where such shut down shall extend longer than one day.

ADB shall be responsible for ensuring that only those clinical sites authorized by Students (through Complio’s Profile Sharing function) or by Institution (through Complio’s Rotation Sharing function) are able to access the individual information uploaded or entered by Students or Institution and nothing further. ADB shall not grant blanket access to Student information for all clinical sites using the System.

ADB shall provide customary training on how to use the System to a reasonable number of Institution instructors, faculty and staff.

(viii) **Security.** ADB shall take such precautions and implement such security safeguards as are customary in similar data management businesses to prevent unauthorized access to Student information maintained on its System.

2. Institution Obligations: The Institution shall be responsible to:

(i) **Immunization Requirements.** Communicate with clinical sites and all relevant faculty and staff at the Institution to identify all immunization compliance requirements BEFORE ADB begins work to customize your System. The Institution must attest in writing that all immunization Rules and requirements have been identified before ADB begins work to customize the System.

(ii) **Student Information.** Inform each Student in writing of the immunization requirements applicable to that Student.

(iii) **Student Consents.** Obtain from each Student a signed form whereby the Student consents to the uploading by Institution of Third Party Records and consents to disclosures by the System of personal health information and records uploaded by the Student. (this section moved from pg 4 section 2 (vi))

(iv) **Student Accounts.** Require each Student or authorized Institutional personnel to enter all personal information and immunization data in the manner required by the System. Students must create an account with their personal information in order for the System to function.

(v) **Faculty Training.** Inform and educate appropriate Institution instructors, faculty and staff regarding their duty to inform and educate Students on how to use the System to satisfy immunization requirements.

(vi) **Multiple Training Channels.** Explain and document to ADB the steps the Institution has taken to create multiple communication channels for educating Students about System procedures and requirements.

second search using correct information may be necessary. The cost of any such second search will be the Student's responsibility. American DataBank will not pay for additional searches caused by Student errors.

(vii) Password Security. Limit distribution of System access codes and passwords to only those persons having a "need-to-know". Sharing System access codes and passwords with unauthorized third parties shall be a material breach of this Agreement.

(viii) Verification of Health Records. The Institution shall conduct its own independent review of the Health Records submitted by each Student and shall retain responsibility to verify compliance of those Records with the Rules the Institution creates.

(ix) Rule Changes. Prior to the launch of the System, all set up requirements will be signed off by Institution administrators or designated personnel with signed, written approval. Immunization Rule Changes or updates to the System after the requirements have been signed off by the Institution may be subject to additional fees. Any change may take up to six weeks depending on the schedule of ADB's Information Technology Department at that time. This is to ensure proper testing of the System's calculations in processing the updated requirements. Prior to completing any Rule Change, an Institution official must approve, via a signed statement, all changed/added/retracted requirements as they appear on the System.

(x) Separation of Health Records and Screening Reports. Institution acknowledges that Health Records uploaded by Students are not "consumer reports" under the FCRA. Institution agrees to treat and administer Health Records uploaded by Students to achieve compliance with the Rules separately and apart from the way it treats and administers background screening Search Reports prepared pursuant to **Exhibit B**.

3. Student Obligations: Institution agrees to take reasonable steps as needed to inform Students regarding the following list of Student Obligations:

- (i) Obtaining from his/her health care provider, on a form provided by the Institution or in other acceptable documentation as defined by the Institution, a written medical report that confirms the specific compliance item, any results associated with that item, provider name and provider date for each compliance item as required by the Institution.
- (ii) Each Student shall enter his/her immunization or health record information in the System in the manner prescribed by his/her Institution.
- (iii) Each Student shall scan, or otherwise cause to be made into electronic format, any and all required documentation as requested by the Institution or a particular clinical site. These documents shall be uploaded by the Student or authorized Institution personnel.
- (iv) When creating an account within the System and when ordering certain ADB services, each Student will be required to sign the Terms of Use and give appropriate consents and waivers.
- (v) Each Student shall receive and, with diligence, respond to automatic emails from the System (and from any Institution administrators having access to the System) by providing information and additional documentation as requested.
- (vi) Each Student must have sufficient experience and knowledge of computers, and access to a computer, to upload their Health Records and other required documents to the System without assistance from ADB.
- (vii) Each Student must pay (or the Institution must pay) a Subscription Fee for a specified duration (e.g. one year, two years, multiple years) for access to the System (the "Subscription Period"). Institution may pay the Subscription Fee on behalf of its Students.
- (viii) If Students enter wrong information as part of their account set up or ordering process, whether intentionally or by accident, a

[THE REMAINDER OF THIS PAGE IS
INTENTIONALLY LEFT BLANK]

Exhibit A
Addendum #1

RULES FOR IMMUNIZATIONS AND OTHER HEALTH RECORDS

Requirement	Details
1. TB Test (PPD)	
2. Tdap	
3. Hep B	
4. Varicella	
5. MMR	
6. Flu	
7. CPR Card	
8. Driver's License	
9. Social Security Card	
10. Proof of Health Insurance	

Review and Assist Service – Review Standards

When ADB reviews documentation, we confirm the presence of a common set of elements:

- Provider name stamped/printed (OR) ADB or School-provided form
- Date of service/date on document
- Combination of individual's first/middle/last name (current or former)
- Provider signature or stamp, if one of those fields is on the document
- Immunization or compliance item name or equivalent

Exhibit A
Addendum #2

HEALTH RECORD TRACKING: STUDENT SUBSCRIPTION FEES AND COSTS

Student Subscription Fee

In consideration of ADB's development of the Institution's customized System, the License granted herein and the immunization tracking Services performed by ADB hereunder, including Review and Assist Services, the Institution agrees to pay ADB, or cause its Students to pay ADB, a Subscription Fee. The Subscription Fee shall reflect in part the complexity of the Rules identified in **Exhibit A** and the duration of the Subscription Period.

Payment of the Subscription Fee shall cover all costs associated with a Student's initial user interface inquiries, access and associated correspondence, during the Subscription Period. The Subscription Fee also includes the Review and Assist Service described in Section 1(iv) of **Exhibit A** of this Agreement.

The initial Subscription Fee shall be \$00.00 per Student.

The Subscription Period shall be for the standard duration of the certificate program or degree program as defined by the Institution during the set up process.

This Fee may be paid (check one): By Student: or By Institution: , which will be determined by Institution's Colleges, Departments or programs.

The Institution shall conduct its own independent review of the Health Records and other documents submitted by each Student and shall retain responsibility to verify compliance with the Rules it creates as described in **Exhibit A**.

If the Institution desires ADB to perform additional review services related to Rule compliance, then on a case by case basis ADB will develop a plan and make Reviewers available to perform those additional services for a mutually-agreed fee.

Rule Changes: Our back-end algorithm for rule changes is very complex and robust. As such, it requires an IT engineer to make many adjustments to the database according to the modifications requested. If not consolidated into a single, once-per-year event, multiple Rule Changes made at multiple times could cause all of your Students to become "non-compliant" and could trigger non-compliant email notifications, resulting in confused and upset Students. Accordingly, please observe the following procedures when requesting Rule Changes. We recommend that:

- Rule Change requests should be consolidated into a single event at the start of the academic year;
- ADB should be notified of the Rule Changes at least eight (8) weeks prior to their effective date; and
- At least six (6) weeks prior to the effective date the Rule Changes should be confirmed by email or other writing that has been approved by all faculty, administrators, deans and clinical agencies involved in the process.

The above recommendations are designed to avoid confusion among students and prevent compliance delays. American DataBank will work with you to accommodate unique circumstances where the above procedures cannot be followed. However, repeated disregard for these procedures may result in additional project fees based on the amount of IT time incurred to effect multiple Rule Changes in the same year at the rate of \$150/hr.

Exhibit B

Background Screening: FCRA Compliance Terms

These FCRA Compliance Provisions form a part of that certain Master Services Agreement for Background Screening & Immunization Tracking by and between on the one hand **American DataBank, LLC** (“ADB”) and on the other hand **Broward County Public Schools High School – High School Students**.

1. **SERVICES PROVIDED BY ADB.** With respect to each student in one of Institution’s degree or certificate programs (“Student”), and with respect to each employee or prospective employee identified to ADB by Institution (an “Employee”), ADB agrees to collect the information Institution requests from the data sources identified in **Addendum #1** attached hereto. ADB will design, develop and build for Institution a unique, customized website and online system (“Institution’s Customized Website”) to manage background searches and related screening done for Students. Employees will use a different order process separate from the order process used by Students.

ADB agrees to compile the contents of the information it collects from the data sources outlined in **Addendum #1** in a report that discloses relevant information in a manner consistent with applicable laws. Said report may include information about the Student’s character, general reputation, personal characteristics and/or mode of living, employment history, work experience, work performance, criminal history records, sexual offender’s lists, motor vehicle records, military records, educational verification, license verification, credit history, government exclusion lists, OIG, GSA, FBI finger printing, and drug testing or other background checks (hereafter, a “Search Report”).

ADB will follow reasonable procedures to deliver requested Search Reports to Institution and to Students and Employees in an expeditious manner and with maximum possible accuracy. ADB is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act (“FCRA” at 15 U.S.C. Section 1681 *et seq.*). ADB agrees to comply with the requirements of all federal and state laws and regulations applicable to a Consumer Reporting Agency.

2. A Search Report, which is referred to in the FCRA as a “consumer report”, is strictly regulated by the FCRA. The FCRA governs the conduct of users of Search Reports as well as the conduct of consumer reporting agencies that produce Search Reports. Among other things, the FCRA requires that Institution, and other third-party end-users and affiliated entities who receive access to Search Reports through Institution (hereinafter, “End-Users”), must have a permissible purpose and must follow certain procedures, including “adverse action” notices, as indicated below:

A. Students. Regarding the permissible purpose for Student Search Reports, Institution certifies that the Search Report is obtained in accordance with the written instruction of the Student in connection with the Student’s educational program, and for no other purpose. For all Students, Institution has made an independent determination that the Search Report is being used to evaluate the Student’s ability to meet graduation requirements, and is not being used for employment purposes. Institution shall direct Students to

identify themselves as Students, and not as Employees, when they use the System. Institution agrees to take necessary steps so that a Student who is denied admission to a school or clinic based on his/her Search Report shall be given the final adverse action notice prescribed by Section 615(a) of the FCRA.

B. Non-Student Employees. Regarding the permissible purpose for Employee Search Reports, Institution certifies that the Search Report is obtained in order to evaluate the Employee for employment, promotion, reassignment or retention as an employee, and for no other purpose. Institution shall direct Employees to identify themselves as Employees, and not as Students, when they use the System. Whenever Institution uses a Search Report to evaluate an Employee for employment, promotion, reassignment or retention as an employee, Institution agrees and certifies that it will follow all applicable FCRA provisions, including without limitation all Federal and State equal employment opportunity laws. The provisions of FCRA Section 604(b) are briefly outlined below. With respect to all non-Student Employees, Institution hereby certifies and agrees that:

- a. **Disclosure and Authorization.** Prior to obtaining or causing ADB to obtain a Search Report, Institution has provided Employee with a clear and conspicuous written disclosure, *in a document consisting solely of the disclosure*, that a consumer report is being requested for employment purposes and has obtained Employee’s written authorization to procure the Search Report.
- b. **Certifications.** Prior to accessing the results of a Search Report in the System, Institution shall certify the statements required to be certified by Section 604(b)(1)(A) of the FCRA. A form for this purpose will be displayed by the System immediately before End-Users can have access to a Search Report that was ordered for an employment purpose. This form shall be signed by an authorized representative of Institution or other End-User.
- c. **Adverse Action.** Before Employee is denied employment, or a different adverse employment action is taken, based in whole or part on a Search Report, Institution agrees and certifies that it will comply with the adverse action procedures required by the FCRA including all necessary actions to:
 - Provide a preliminary adverse action notice to Employees, along with a copy of the Search Report and “A Summary of Your Rights Under the Fair Credit Reporting Act” (Reference FCRA Section 604(b)(3));
 - Before taking any adverse action, allow the consumer at least five business days, or longer if required by state or local law, to contact ADB if Employee wishes to dispute any information in the Search Report;
 - Provide ADB’s contact information; and
 - Provide a final adverse action notice to the Employee if a final adverse employment decision (e.g. denying employment or promotion) is made (Reference FCRA Section 615(a). Institution agrees to hold off

Complio System

on making any final adverse decision while resolution of a dispute is still pending.

ADB advises Institution that it has specific legal responsibilities when taking adverse action against an Employee based on a Search Report and that Institution should consult with its legal counsel regarding these responsibilities. The adverse action notice procedures are intended to give the Employee an opportunity to dispute the accuracy or completeness of any information contained in the background Search Report / Consumer Report.

(i) Student Information. Inform each Student in writing of the background screening requirements applicable to that Student.

(ii) Student Consents. Obtain from each Student a signed form whereby the Student consents to the uploading by Institution of Third Party Records and consents to disclosures by the System of background screening and records uploaded by the Student.

C. All Users. With respect to all persons for whom a Search Report is procured, Institution agrees as follows:

- a. **Confidentiality.** By signing this Agreement, Institution confirms that it understands the sensitive nature of the information contained in Search Reports, the need to protect the information in Search Reports, and the need to comply with the retention and destruction practices outlined in the FCRA and the Driver Privacy Protection Act (the "DPPA" at 18 U.S.C. Section 2728 *et seq.*). Institution agrees to:
 - ✧ Limit use and distribution of Student /Employee information to only those with a legitimate need, permissible purpose, and who have been authorized by Student / Employee.
 - ✧ Retain Student / Employee data in a confidential manner.
 - ✧ Protect the privacy of Student / Employee information contained in motor vehicle records, and access DMV records only with written consent of Student / Employee or another permissible purpose.
 - ✧ Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
 - Burning, pulverizing, or shredding
 - Destroying or erasing electronic files, and/or
 - After conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (e.g. name, date of birth and SSN), if retained at individual desks /workstations, shall be destroyed or inaccessible no later than the end of each work day.

- b. **Requirements for End-Users/Agencies.** Institution understands that the FCRA regulates all third-party end-users, e.g. hospitals and clinics ("Agency" or "Agencies") that have access to Search Reports. Accordingly, Institution agrees to (i) provide ADB with contact information for all Agencies that will be given access to Search Reports and (ii) act on behalf of each such Agency to inform Students that they have a right to dispute the accuracy or completeness of information in their Search Report if an Agency has taken an adverse action regarding their placement at the Agency's facility.

With respect to Non-Student Employees (e.g. faculty), Institution agrees that compliance review will be accomplished by Institution attestations and not by giving Agencies access to Search Reports. However, Agencies may have access to faculty Search Reports when they use the Complio System to make the necessary FCRA certifications required for employees. In all cases, i.e. employees and students, Search Reports may be accessed by Agencies in connection with audits conducted by The Joint Commission (formerly JCAHO).

3. **COMPLIANCE WITH LAWS.** Institution certifies to ADB that it will comply with all applicable laws and regulations and will not use information in the Search Report in violation of any applicable federal, state or local laws, including but not limited to the FCRA and Equal Employment Opportunity laws or regulations. Institution hereby confirms that it has received and reviewed a copy of the "Notice to Users" document published by the Consumer Financial Protection Bureau (a copy of which is available on American Databank's website under "Legal Guidelines") and in particular the adverse action notification requirements described therein. Institution will provide a copy of said Notice to Users to all Agencies that will be given access to Search Reports.
4. **CRIMINAL RECORDS.** ADB will provide criminal records based on applicable federal, state and vendor rules, which in many cases limit the reporting period for convictions to seven years. ADB will only provide criminal records of convictions; ADB does not include arrest records or deferred adjudications as part of criminal records, except for FBI fingerprinting that reports arrest records and convictions. Dismissed cases will not be reported. In most cases ADB requires three identifiers to match applicants with criminal records.
5. **LEGAL COUNSEL.** Institution acknowledges that federal and state laws impose specific legal obligations regarding the use of a Search Report provided by a consumer reporting agency like ADB and that Institution should consult with its own legal counsel regarding its legal responsibilities and the procedures it should follow with respect to such Information and related FCRA forms. Institution understands that ADB does not act as legal counsel to Institution and does not provide any legal advice to Institution. It is important that Institution work with its own legal counsel to develop a background screening program specific to its needs.

Exhibit B
Addendum #1

Broward County Public Schools – High School Students
(For Students 18 years of age)
Packages and Fees

Memorial Level I Background Check (for students 18 years of age)

- Florida Statewide Criminal History Record Search
- Nationwide Sex Offender Registry
- Office Inspector General Sanction Report (OIG)
- Employment Verification (1)

Pricing: \$46.00

Memorial Level II Background Check (for students 18 years of age)

- VECHS Electronic Fingerprinting
- Office of Inspector General Sanction Report (OIG)
- Employment Verification (1)

Pricing: \$65.00

*Price subject to change.

10-Panel Drug Screening

Substances Included in Screening*

Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Methadone, Methaqualone, Propoxyphene, Marijuana

*Drug Screening registrations expire after 30 days.

If a registration expires, the student will need to reorder and repay for another drug test.

Collection sites outside of network not allowed.

Pricing \$38.00

EXHIBIT C
Broward County Public Schools – High School Students
Clinical Onboarding Tracking
(Students 17 years of Age Only Need Immunizations)

1. Set-Up Fee:

Institution or Student shall pay an upfront, one-time Set-Up Fee of ten dollars (\$10) for each Student who establishes an account within Complio that allows for tracking of an Agency's clinical onboarding requirements (hereafter "Clinical Onboarding Tracking" or "COT"). As used in this Exhibit C the term "Agency", or "Agencies", means any clinic, hospital or affiliate thereof with whom the Institution has an Affiliate Agreement and with whom ADB has a working relationship.

The COT services provided by ADB will vary depending on whether Institution has engaged ADB to provide the Immunization Tracking Services ("ITS Services") described in Exhibit A.

2. ADB Engagement Includes ITS Services.

- (a) Onboarding Requirements. The particular Onboarding requirements required by each Agency ("Requirements") for each of its departments or clinical rotations will be communicated by the Agency to ADB and then developed and integrated by ADB into the Complio System.
- (b) Uploading Functionality. The System will enable Students or personnel at the Institution (authorized by Student) to upload documents and related information, including scanned documents, tutorial confirmations and readable digital photo images under 5MB, in a manner that can be viewed by the Institution and authorized Agencies.
- (c) Reminder Notifications. For Students, the System will transmit email reminders, automatically and at intervals as determined and configured by the Institution, so as to notify Students when Onboarding requirements are due or late. Institution will be able to see the status of all missing documents via the administration portal at the same time that ADB notifies the Students of their "incomplete status".
- (d) Review and Assist Service. ADB will use reasonable efforts to Review each Student's compliance status with the ITS Rules (see Exhibit A) and Onboarding Requirements for the applicable rotation and Assist Students to complete the uploading of documents or otherwise comply with the Rules Created by Institution and the Onboarding requirements created by the Agency ("Review and Assist Service"). For each Rule or Requirement the ADB Reviewer will indicate the Reviewer's initial assessment of compliance, e.g. complete or incomplete. Students who are "complete" for all applicable Rules and Requirements will become "Ready for Review and Verification" by the Institution. Students who are "incomplete" with respect to one or more Rules or Requirements will be contacted by ADB by email and advised of the need to supply the missing documents. Institution will be able to see the status of all missing documents via the administration portal at the same time that ADB notifies the Students of their "incomplete status". All decisions to verify compliance with the Rules or Requirements or to accept or reject Students, or give them a waiver from compliance, will be made by Institution. ADB will use reasonable efforts to explain to Students the reasons for Rules or Requirements. Students who dispute the reasons for Onboarding requirements will be referred to the Institution.
- (e) Support. ADB shall provide customary training on how to use the COT functions of the System to a reasonable number of personnel at the Institution.
- (f) Access. ADB shall be responsible for ensuring that only those clinical sites authorized by Students (through Complio's Profile Sharing function) or by Institution (through Complio's Rotation Sharing function) are able to access the individual information uploaded or entered by Students or Institution and nothing further. ADB shall not grant blanket access to Student information for all clinical sites using the System.
- (g) Data Security. Data security for COT Services shall be the same as for ITS Services described in Exhibit A.
- (h) Institution Obligations. Obligations of the Institution that are particular to the COT program include: (i) create rotations, assign Students to rotations and apply to each rotation the applicable Agency specific Onboarding requirements that ADB has programmed into the System, (ii) monitor Student compliance with Onboarding requirements, and (iii) upon a Student's full compliance with all Onboarding requirements for a particular Agency, electronically attest to compliance and share the Student's compliance status and uploaded Onboarding documents with that Agency.

3. ADB Engagement Does Not Include ITS Services.

- (a) In the event Institution does not engage ADB to provide ITS Services, ADB will have all of the Service obligations described in Par. 2 (a), (b), (c), (e), (f) and (g) above but will not perform any of the Review and Assist Services described in Par. 2(d) above. In the event Institution does not engage ADB to provide ITS Services, Institution will have all of the obligations described in Par. 2(h) above.