

**ClearStar, Inc.
doing business as
Employment Screening Resources**

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4665

THIS SECOND AMENDMENT to that Agreement for Services #4665 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Integrity Support Services, Inc. a corporation duly qualified to conduct business in the State of California, doing business as Employment Screening Resources, whose principal place of business is 7110 Redwood Boulevard, Suite C, Novato, California 94945-4114 (hereinafter referred to as "ESR");

RECITALS

WHEREAS, Integrity Support Services, Inc. dba Employment Screening Resources has been engaged by Client to provide pre-employment background checks for its Human Resources Department, pursuant to Agreement for Services #4665, dated April 7, 2020, and First Amendment to Agreement for Services #4665, dated November 19, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, ClearStar, Inc. acquired Employment Screening Resources from Integrity Support Services, Inc. effective December 1, 2021;

WHEREAS, Integrity Support Services, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto ClearStar, Inc. all of Integrity Support Services, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Integrity Support Services, Inc.'s assignment agreement is incorporated herein as Exhibit 4, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit 4;

WHEREAS, Integrity Support Services, Inc. dba Employment Screening Resources, now operating as ClearStar, Inc. dba Employment Screening Resources, has requested that Client accept work under the Agreement and assign all of its rights, obligations, and liabilities to ClearStar, Inc.;

WHEREAS, Integrity Support Services, Inc. dba Employment Screening Resources, now operating as ClearStar, Inc. dba Employment Screening Resources, acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

WHEREAS, ClearStar, Inc., shall assume all Integrity Support Services, Inc.'s rights, obligations, and liabilities under the Agreement, including outstanding rights,

obligations, and liabilities with providing pre-employment background checks for the Human Resources Department;

WHEREAS, Client will accept this Second Amendment to Agreement for Services #4665 on condition that ClearStar, Inc., assumes and fulfills the terms and conditions of this Second Amendment, the First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the notice recipients, amending **Section 15, Notices**;

WHEREAS, the parties hereto desire to amend the Agreement to update Client's Contract Administrator, amending **Section 16, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and Integrity Support Services, Inc., mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #4665 on the following terms and conditions:

- I. All references to Integrity Support Services, Inc. dba Employment Screening Resources, throughout the Agreement shall read ClearStar, Inc. dba Employment Screening Resources. ClearStar, Inc. assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this Second Amendment.
- II. **Section 15, Notices**, of the Agreement is amended in its entirety to read as follows:

15. Notices

Except for changes to the terms and conditions of this Agreement provided for in Section 13.B., any notice required or permitted to be given hereunder shall be in writing and shall be (a) by a recognized express courier service with guaranteed third-day delivery, properly addressed to the intended recipient at its address as set forth herein; by email to the notification address provided herein; or (b) by facsimile to be effective as of the date transmitted, provided notice in writing is also given by a recognized express courier with guaranteed third-day delivery; or (c) by certified mail, properly addressed to the intended recipient at its address as set forth herein. Where changes are made to the terms and conditions of this Agreement as provided for in Section 13.B., notice shall be made by (1.) email, facsimile or regular mail, and (2.) a simultaneous posting of notice of the change to Client's ESR system dashboard that includes the modified or amended terms. Upon the posting of such notice to Client's ESR system dashboard, Client agrees and acknowledges that its continued use of its ESR system will be deemed Client's acceptance of, and agreement to adhere to, the applicable change. Either Party may, from time to time, change its notice address by giving the other Party written notice of the change in accordance

with this paragraph. Notices to Client shall be in duplicate and addressed as follows:

To Client:

County of El Dorado
Human Resources Department
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Director

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as Client directs.

Notices to ESR shall be addressed as follows:

Employment Screening Resources
6250 Shiloh Road, Suite 300
Alpharetta, Georgia 30005

Attn.: Nicolas Dufour
Executive Vice President and
Corporate Secretary
nicolasd@clearstar.net
Telephone: 888-999-4474

or to such other location as ESR directs.

III. Section 16, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

16. Contract Administrator

The Client Officer or employee with responsibility for administering this Agreement is Joseph Carruesco, Director, Human Resources Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #4665 shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services # 4665 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Laura Schwartz*
Laura Schwartz (Feb 15, 2022 16:34 PST)

Dated: 02/15/2022

Purchasing Agent
Chief Administrative Office
"Client"

**--INTEGRITY SUPPORT SERVICES, INC.
doing business as
EMPLOYMENT SCREENING RESOURCES--**

By: *Lester S. Rosen*
Lester S. Rosen (Feb 10, 2022 08:41 PST)

Dated: 02/10/2022

Lester S. Rosen
Chief Executive Officer
"ESR"

By: *Lester S. Rosen*
Lester S. Rosen (Feb 10, 2022 08:41 PST)

Dated: 02/10/2022

Lester S. Rosen
Corporate Secretary

**--CLEARSTAR, INC.
doing business as
EMPLOYMENT SCREENING RESOURCES--**

By: *Chad Parodi*
Chad Parodi (Feb 10, 2022 12:46 EST)

Dated: 02/10/2022

Chad Parodi
Chief Executive Officer
"ESR"

By: *Nicolas Dufour*
Nicolas Dufour (Feb 10, 2022 12:48 EST)

Dated: 02/10/2022

Nicolas Dufour
Executive Vice President and
Corporate Secretary

**ClearStar, Inc.
doing business as
Employment Screening Resources**

Exhibit 4

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature, and is by and among Integrity Support Services, Inc., a corporation duly qualified to conduct business in the State of California doing business as Employment Screening Resources ("Assignor"), and ClearStar, Inc., a Delaware corporation duly qualified to conduct business in the State of California doing business as Employment Screening Resources ("Assignee").

RECITALS

A. Assignor is Integrity Support Services, Inc. under that certain Agreement for Services #4665 with County dated April 7, 2020, and the First Amendment to Agreement for Services #4665, dated November 19, 2020 (the "Service Agreement").

B. The Agreement pertains to pre-employment background checks for the Human Resources Department.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

2. **Assumption**. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. **Counterparts**. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same

agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

INTEGRITY SUPPORT SERVICES, INC.

By: *Lester S Rosen*
Lester S Rosen (Feb 9, 2022 14:34 PST)

Name: Lester S. Rosen

Title: Chief Executive Officer/Secretary

Date: 02/09/2022

Assignee:

CLEARSTAR, INC.

By: *Chad Parodi*
Chad Parodi (Feb 9, 2022 18:37 EST)

By: *Nicolas Dufour*
Nicolas Dufour (Feb 9, 2022 18:45 EST)

Name: Chad Parodi

Name: Nicolas Dufour

Title: Chief Executive Officer

Title: Corporate Secretary

Date: 02/09/2022

Date: 02/09/2022