

SCHEDULE A CBT SOW

STATEMENT OF WORK (SOW) COMPUTER-BASED TESTING (CBT) SERVICES PROMETRIC NETWORK

This SOW between Prometric LLC (“Prometric”) and Carelink (CARE) (“Client”), individually a “Party” and together the “Parties”, is entered into as April 1, 2024 (the “Effective Date”) to define the rights and responsibilities of the Parties in performing services for the Client’s Examination Program (the “Program”).

THE PARTIES AGREE AS FOLLOWS:

1.0 Agreement

The Master Services Agreement (the “Agreement”) between Client and Prometric, dated enter MSA Effective Date is hereby incorporated by reference to be as binding as if set forth in full in this document, except as noted in or to the extent in conflict with, this or any subsequent SOW (including attachments), in which case the terms of the SOW or attachment, as the case may be, shall control. Unless otherwise defined herein, defined terms shall have the definitions set forth in the Agreement.

2.0 TERM

This SOW commences with the Effective Date and will expire coterminous with the Agreement. The initial period and any renewal periods shall be referred to herein as the “Term” of the Agreement.

3.0 DEFINITIONS

In addition to the definitions provided in the Agreement, as used throughout this SOW, the following terms shall have the meaning specified below:

- 3.1. **Contact Center:** Contact Center shall mean Prometric’s global network of centers that provide Candidate support functions, including registration and scheduling, testing accommodations and Candidate care.
- 3.2. **Candidate Testing Fee:** Fee specified by Client and collected from Candidate for each Test.
- 3.3. **CBT Services:** CBT Services shall mean the activities and work performed by Prometric to provide Test registration and scheduling, Test delivery, and Test results processing in the Prometric Network.
- 3.4. **Per-Test Delivery Fee:** Fee specified by Prometric for test delivery and retained by Prometric for each delivered Test.

- 3.5. **Seat Time:** Seat time is the duration programmed for Tests and includes the full Test introduction, tutorial, content, post exam survey and closing screens with report.

4.0 **CBT SERVICES TERRITORY/NETWORK**

- 4.1. Prometric will provide CBT Services in the US and Canada.
- 4.2. CBT Services will be provided only in the Prometric Network.
- 4.3. At all times Prometric will provide a sufficient number of Prometric Network testing centers (“Testing or Test Center”), as determined by Prometric, to meet the volume of Tests projected by Client.

5.0 **ACCOUNT MANAGEMENT SERVICES**

- 5.1. Prometric’s Implementation Team member(s) will work with Client to integrate the Tests outlined in Section 9.0 for live delivery, provide Client with instructions for accessing any reports outlined herein, and shall set up the Client information and contract/program information in Prometric’s scheduling, registration and accounting systems. Prometric, in consultation with Client, will develop a Program implementation schedule. The program schedule will address such items as the milestones for Test preparation and publishing, registration/scheduling commencement, and Test delivery commencement.
- 5.2. Prometric will provide Client-account support through the length of the Term. Depending on the size of Client’s Program ongoing Client-account support may be one (1) or more individuals or a group of individuals. Prometric may, in its sole discretion, add, remove or reassign Prometric staff assisting the Client Program. Client-account support staff may perform support services for any other Prometric-client testing program.
- 5.3. Client-account support services herein do not include services in support of third-party accreditation(s) or certification(s) for Client. Such services are a separate and additional service.

6.0 **TEST PUBLISHING**

- 6.1. Test Publishing includes the specifications for preparation and distribution of Test(s) for delivery in a single language. Test Publishing does not include test development services or translation services which are separate and additional services. If test development or translation has been selected by Client, such services will be covered by a separate SOW.

- 6.2. Prometric will provide file layouts for eligibility records (where Client has elected to maintain an eligibility program), test files, and result files. Prometric will provide the Prometric Excel Import Template for content handoff and will import a single Client-supplied Item Bank file received in that same Prometric standard template. Other formats may be accommodated upon request but will require validation and an additional fee.
- 6.3. The Standard Test Publishing package applies to new Tests or republication of existing Tests, up to four (4) Test Forms, import of up to the first one thousand (1000) Items into ProBuilder using the Prometric Excel Import Template, and distribution to all domestic and international sites (as applicable) for delivery. Additional Test Forms and/or Items imported will incur additional fee(s) beyond the Standard Test Publishing Fee, as outlined below. Client and Prometric shall mutually agree to the Test Publishing plan and milestones including Test go-live dates.
- 6.4. Prometric shall provide up to two (2) Client review packages to ensure the Test(s) are error-free. After Item import up to ten (10%) of Items will be edited upon Client request at no additional charge during Client review. Requests for Item edits in excess of ten (10%) percent or in excess of two (2) Client reviews will be assessed an additional fee as outlined below. Excessive requests for edits may also impact the scheduled go-live date. Any edits required as a result of Prometric failures will be fixed at no additional cost.
- 6.5. Minor changes which require republication of an already published Test will be assessed a Lite Publishing Fee, and must be reviewed and approved by Prometric's Test Publishing leadership for applicability of the Lite Fee in advance.
- 6.6. Quotations for additions or changes to the Standard Publishing package above will be provided by Prometric upon Client's request. Such additions or changes may result in a revised implementation process or schedule and/or additional fees. Requests for additional Test Publishing support or training not outlined herein, or image editing, audio/video file conversions, or Client line-wrapping requirements will be assessed at the hourly Test Publishing consulting rate specified herein.

7.0 ELIGIBILITY

□ Eligibility Determined by Client

Client shall be solely responsible for determining which individuals are eligible to take a Test, assigning to each eligible individual a unique identification number ("Candidate Eligibility Number"), and providing to Prometric via File Transfer Protocol (FTP) or web services, the following Candidate information:

- a. Candidate's full name
- b. Test Candidate has been approved to take

- c. Candidate's Eligibility Number
- d. Candidate's email address
- e. Candidate's Address
- f. Candidate's Date of Birth

Following registration of a Candidate, Client will direct the Candidate to utilize the online scheduling system to schedule a date and time to take the Test.

8.0 REGISTRATION AND SCHEDULING

8.1. Registration

a. Website

Candidates are encouraged to schedule via the Prometric online registration and scheduling system to the maximum extent possible, where available. Online registration and scheduling is available 24/7 with the exception of routine maintenance or an event of Force Majeure.

b. Contact Center

In the United States and Canada, Prometric will provide a toll-free phone number. The hours during which telephone registration service, scheduling and any other services to Candidate will be Monday through Friday 8:00 AM to 8:00 PM Eastern Time, excluding holidays observed by Prometric.

Outside the United States and Canada, toll-free numbers may not be available and international toll paid numbers will be provided. Hours of operation for each Contact Center are Monday through Friday local business hours; after-hours will be provided via the Interactive Voice System (IVR).

8.2. Scheduling Process

Candidates may use the Website to schedule or reschedule a testing appointment, or the Contact Center during routine maintenance to the Website. When a Candidate makes an appointment, Prometric will provide a confirmation email. Prometric will only schedule appointments for paid Tests, unless other payment arrangements have been made such as invoicing Client directly. Prometric will schedule each Candidate into a Testing Center for his/her appointment making commercially reasonable efforts to schedule Candidates into their preferred date and location.

8.3. Information to Candidate

Prometric will supply Candidates with the following information via the confirmation email:

- a) Identification requirements
- b) Test Center location
- c) Appointment length
- d) Test Confirmation Number
- e) Candidate Testing Fee (if applicable)
- f) Cancellation/Rescheduling information and fees

8.4. Questions from Candidates

Prometric will answer general questions from Candidates who call concerning Test logistics but will refer Program-specific questions to Client as directed by Client.

8.5. Other Candidate Services

Prometric will provide the following additional Candidate services:

- a) Rescheduling due to Testing Center schedule changes;
- b) Referring Candidate to additional sources of information: Client's specified phone number or web address;
- c) Providing Candidate with Test and Rescheduling Fees and other Test information;
- d) Testing accommodation scheduling and facilitation as set forth in this SOW.

8.6. Cancellation, Rescheduling, No Show or Late Arrival for Scheduled Test

Candidates must make and confirm all cancellations/changes through the Website or direct contact with the Contact Center. Leaving a message via voicemail is not sufficient to confirm cancellations/changes. For each Candidate who reschedules, cancels, arrives late or does not appear for a scheduled Test, Prometric shall be entitled to its Per Test Delivery Fee and the Cancellation/Rescheduling Fees for such Candidate as specified in Section 15.3 of this SOW.

If a Candidate transfers his/her appointment to a country with a price differential for the administration of the Test in a different country, Prometric may charge the Candidate or Client, as applicable per Section 13 herein, for such price differential.

9.0 TEST(S), GEOGRAPHIC COVERAGE, SEAT TIME & ESTIMATED TESTS PER YEAR

Prometric will provide the services outlined in this SOW for the administration of the following ProProctor computer-based Tests on behalf of Client:

<u>Test Name</u>	<u>Territory</u>	<u>Seat Time*</u>	<u>Items</u>	<u>Forms</u>	<u>Estimated Tests Per Year</u>
Written Exam	US and Canada	120 minutes	100	2	150

*Seat Time is inclusive of ProProctor check-in, Test introduction and tutorial, Test time (test content only), post Test survey & closing screens with report. Any increments of time added to Seat Time after the execution of this SOW shall require a reciprocal increase to the Per Test Delivery Fee.

10.0 TEST DELIVERY

- 10.1. Prometric shall administer Tests by computer to Candidates through the computerized testing network operated by Prometric. Client's Tests will be available in all Testing Centers in the Territory or Territories chosen by Client, except those Testing Centers in which Prometric, in its sole discretion, does not elect to deliver. Prometric reserves the right to close Testing Centers, open new Testing Centers, change Testing Center locations, and otherwise deal with all Testing Centers in any manner it sees fit.
- 10.2. Testing Centers will have consistent amenities and test delivery environments for Candidates and shall be open on those days and hours which are customary in the area's business location. Prometric reserves the right, from time to time during the course of this Agreement, to add, delete or change locations and operating days and hours of Testing Centers, provided that the total number of Testing Centers available shall provide geographical coverage comparable to the coverage that existed before the changes. If Prometric anticipates a substantial change in geographical coverage as a result of Prometric's addition, deletion or change of locations or operating days and hours of Testing Centers, Prometric will make commercially reasonable efforts to notify Client in advance, but will make every effort to promptly notify Candidates and reschedule canceled Tests as a result of such changes into a Test Center appointment within a reasonable distance and time from the canceled appointment.
- 10.3. The physical construction of Testing Centers located in the United States will at all times conform in all material respects to the standards established by the Americans with Disabilities Act of 1990 (ADA) and its amendments. Testing Centers located outside of the United States will comply with local laws setting forth requirements for accessibility and accommodations in such jurisdiction.

- 10.4. Prometric will implement reasonable security measures at the Testing Center and system levels to protect the integrity of the Items, Item Bank and Tests. These measures will include encryption of Items and answers, use of a sign-on and access privilege system, proctoring of the test delivery process, and other measures, as Prometric deems necessary. Standard policies and procedures will be provided to each Testing Center.
- 10.5. Testing Center check-in procedures will include Candidate identification verification through verification of one unexpired government-issued photo and one signature ID. The photo and signature may be on the same ID. Testing Center staff will require all Candidates to sign a Prometric logbook. Signature in the logbook will be checked against the signature on the Candidate's ID. Candidates will be required to sign the logbook at check-in and upon completion of the Test. Testing Center staff will re-verify Candidate signature after break periods and supervise any Test restarts. If a Candidate has no valid acceptable ID the Candidate must, prior to a testing appointment, arrange with Client for approval of an alternate form of ID. Client must contact Prometric no later than seventy-two (72) hours before Candidate's scheduled testing appointment date specifying exactly what ID is acceptable. Candidates who do not produce a valid acceptable ID at the scheduled appointment will not be allowed to take the Test. If Candidate arrives more than thirty (30) minutes late for a scheduled appointment, the Testing Center staff may choose not to seat the Candidate if doing so disrupts the Testing Center's other scheduled appointments. If the Testing Center staff does not seat the Candidate due to insufficient ID or late arrival, there will be no refund of the Candidate Testing Fee and Prometric will be entitled to its Test Delivery Fee from Client.
- 10.6. All Tests will always be monitored by one (1) proctor using any of the following methods:
- Direct viewing of testing area;
 - Proctor walk-throughs of testing area;
 - Video monitoring, with or without audio; or
 - Other methods sufficient to visually ensure testing area security.
- 10.7. Candidate may not use or have access to any materials while in a Testing Center, unless specifically permitted by Client, agreed to by Prometric, and outlined in the Client Practices. Test materials permitted in the Testing Center at the specific request of the Client include:
- A pocket calculator, if it has an independent power source, no print device, and no alpha character set
 - Two erasable note boards (supplied by Prometric)
 - Printed material supplied to the Candidate by Client and approved by Prometric

With the exception of the erasable note boards, Prometric will not supply or handle any materials or exhibits and will not collect and return materials or exhibits on behalf of Client (unless specifically listed as an optional service in this SOW).

- 10.8. Candidates will be required to check all of their personal belongings into a Testing Center provided locker or other secure storage. Candidates will be required to comply with all regulations in the Testing Center security guide, such as scanned with a metal detector wand and turning pockets inside/out. If a Candidate violates this policy or attempts to bring unauthorized materials into the Testing Center, Prometric reserves the right to refuse the Candidate access to the Testing Center or to discontinue the Candidate's testing. In this event, Prometric shall be entitled to its full Test Delivery Fee.

11.0 CANDIDATE RESULT REPORTING

- 11.1. Test results and standard Candidate demographics are passed to Client daily in Prometric's standard electronic format. Prometric will make commercially reasonable efforts to make the results available on a File Transfer Protocol (FTP) server in XML format within twenty-four (24) hours, but in no event more than three (3) business days of the testing event in the US/Canada (or five (5) business days for results outside the United States/Canada). Client is responsible for accessing the FTP site using the internet. Client is responsible for supplying all local hardware, software and telecommunications necessary to reach the internet. The results will be retained on the FTP server for thirty (30) calendar days after completion of the testing session, and then will be archived thereafter. Results files will contain optional Client survey results.
- 11.2. Prometric will have the ability to produce a score report or Test completion notice for Candidates upon completion of the Test. Client will select its preferred option of either a score or Test completion notice for Candidates.

12.0 PROGRAM REPORTS

Prometric will make available to Client the following standard reports through Prometric's online reporting system:

- Registration History
- No-Shows
- Cancellations

13.0 COLLECTION OF CANDIDATE TESTING FEES

Client Fee Collection of Candidate Testing Fees

Client shall be solely responsible for collecting the Candidate Testing Fees from its Candidates. Regardless of collection of fees, Prometric shall be entitled to payment of its Test Delivery Fees.

14.0 FINANCIAL TRANSACTIONS

- 14.1. Prometric will provide a monthly financial report to Client detailing the number of Tests delivered.
- 14.2. When Prometric is responsible for Fee Collection in Section 13 above, Prometric will provide a monthly remittance of Client's portion of Candidate Testing Fees, less any charges for other services provided. If the total Test Delivery Fees and credit card transaction fees exceed the total Candidate Testing Fees collected during a month, Prometric will invoice Client for the difference. When Client is responsible for Fee Collection in Section 13, Prometric will issue to Client a monthly invoice for Test Delivery Fees due.
- 14.3. If Client's Program includes both delivery within and outside of the US/Canada, all financial transactions will be consolidated into one monthly transaction in US Dollars (US \$).
- 14.4. Client shall be responsible for delivering on ninety-five (95%) percent of the Estimated Tests Per Year outlined in Section 9.0, which the parties agree represents \$10,000 ("Estimated Annual Revenue"). The calculation period shall commence on 4/1/2024 and shall accrue for one (1) year therefrom, and continue on a year-over-year reconciliation through the end of the Term and any renewal thereof. If the total of the Tests delivered during any one (1) year period are less than the Estimated Annual Revenue, of \$10,000, Client shall be invoiced for the difference. The Estimated Annual Revenue for the last calculation period of this SOW shall be prorated through the SOW termination date, if less than a full twelve (12) month period.

15.0 FEE SCHEDULE. Client shall pay to Prometric the following fees:

- 15.1. Implementation Fee (one-time)1: N/A
- 15.2. Publishing Fees:

Service	Detail	Fee
Test Publishing	Standard Test Publishing Package	\$2,800.00
	Additional Forms (over 4)	\$700.00 (each)
	Lite Re-Publishing	\$1,500.00
Item Import	Up to 1,000 Items in Prometric template	Included in Standard Package
	Up to 500 additional Items in Prometric template	\$500.00 (each)
	Up to 500 additional Items in non-Prometric template	\$1,000.00 (each)
High-Volume Edit Requests	Up to an additional 10% of edits required (over initial 10%), or request for 3 rd and each additional Client review.	\$1,000.00 (each)
Training, Support and Custom-Editing	Requests for training/support in excess of that provided with Standard Package or custom file editing requests shall be charged at the Prometric hourly Test Publishing consulting rate.	\$100.00 (per hour)

15.3. Per-Test Delivery:

Seat Time	Region	Year 1	Year 2	Year 3
2 - hour examination	USA and Canada	\$63	\$64.89	\$66.84

*Fees are subject to the annual increase pursuant to Section 15.6 of this SOW.

15.4. Cancellation/Rescheduling

Category	Cancellation/Reschedule Period	Cancellation/Rescheduling Fee
1	30 or more days before Test date	none
2	5-29 days before scheduled Test date	\$35 per cancellation/reschedule (to be collected by Prometric from the Candidate)
3	a) less than 5 days before Test date, or b) fails to appear for a scheduled Test, or c) presents himself/herself more than thirty (30) minutes after the scheduled start time for taking the Test and is refused admission	The full Test Delivery Fee for the cancelled/rescheduled Test. If there is a difference between the Candidate Testing Fee and Test Delivery Fee, Client shall be entitled to the remainder.

15.5. Testing Accommodations:

Accommodation	Cost
a) Test reader, signer, amanuensis, etc.	Cost based on market rates
b) Extended time	Prorated test delivery fee in 15-minute increments
c) Translator (English as a second language)	Cost based on market rates
d) Separate room	\$200 per Candidate day
e) Accommodations administrative fee	\$35 per request
f) Nursing mother accommodation fee	\$200 per Candidate per day

15.6 The Fees in Sections 15.2 (Test Publishing) and 15.3 (Per-Test Delivery Fees) under this SOW shall be increased for a cost-of-living adjustment of three (3%) percent annually, beginning on 4/1/2025 and each year thereafter. This increase shall be applied throughout the entire contract Term including any extensions thereof.

16.0 CLIENT RESPONSIBILITIES

16.1. Test Composition

Client will provide Prometric with all necessary Items, establish Item Banks for each Test, and design and deliver Test specifications and Item Banks in conformance with Prometric's testing software parameters, which parameters Prometric will provide to Client from time to time. Client shall be solely responsible for the content, accuracy and adequacy of the Items, Item Banks and Tests that it, or its suppliers have developed and provided to Prometric for delivery to Candidates. Client will determine Test scoring policies and communicate same to Prometric. Client will define the registration and retake policies within the parameters of Prometric's standard registration system as set forth in Sections 8.0 and 15.3.

16.2. Compliance With Testing Center Rules

Client will instruct its Candidates to comply with the rules and regulations and security requirements of the Testing Centers and to operate the test equipment with reasonable care. Prometric and its Testing Center staff have the right to exclude Candidates who fail to follow reasonable Testing Center rules, procedures and security requirements. Any Candidate who is excluded from the Testing Center for failing to follow rules, procedures or security requirements or who fails to operate the testing equipment with reasonable care will not be entitled to a refund of his/her Candidate Testing Fee and Prometric will be entitled to its full Per Test Delivery Fee.

16.3. Establishment of Cut-Score

Client will be solely responsible for establishing the performance criteria (being either number of correct answers, percentage of correct answers or "cut-score") necessary to pass on any given Test.

16.4. Review of Test Information, Booklets, & Brochures

Client will provide Prometric with information booklets and any promotional literature relating to the CBT testing process for Prometric's review and comment. Any such booklets or promotional material will be reviewed and responded to within ten (10) business days following receipt by Prometric's Client-support staff responsible for Client's Program. The review will be conducted for the primary purpose of ensuring factual accuracy of information regarding Testing Center locations, phone numbers, hours of operation, etc., and the proper use and depiction of Prometric trademarks or logos, if any.

16.5. Testing Accommodations

Client will make information available to its Candidates regarding testing accommodations and its process for handling requests. If a Candidate contacts Prometric in order to request testing accommodations, he/she will be referred to Client. Client shall have Candidates forward any customary documentation establishing the existence of a disability and Candidate's need for testing accommodations to Client. Client will solely determine whether testing accommodations are appropriate in each instance, and what accommodation(s) shall be granted. Client must notify Prometric's Testing Accommodations department of a Candidate's need for, and Client's approval of, testing accommodations (i.e., extended testing time, private testing room, reader, signer or amanuensis etc.) at least thirty (30) days prior to the desired testing date. In the event a reader, signer or amanuensis is requested, Client may at its option locate, provide and directly compensate such reader/signer/amanuensis, and provide all pertinent contact information to Prometric. In such event, once Client has located the reader/signer/amanuensis and forwarded contact information to Prometric, Prometric will assist in coordinating the meeting between the reader/signer/amanuensis and the Candidate on the testing date. Prometric cannot schedule an appointment for a Candidate requiring testing accommodations until Client has approved the testing accommodation and forwarded notice of that approval and all related instructions to Prometric. When Prometric has provided a testing accommodation approved by Client, it will invoice Client for the cost of such accommodations.

Prometric will not comply with testing accommodation requests where, in Prometric's sole discretion, local operating conditions or local law or customs render such requests unlawful, impossible to perform or economically unfeasible to perform, but will nonetheless comply with all applicable local laws.

17.0 **REMEDIES FOR TEST DELIVERY FAILURE/DISRUPTIVE CONDITIONS AND RESCHEDULING/RE-PERFORMING**

17.1. Test Delivery Failure or Disruptive Conditions

If Client or a Candidate requests a review of the fairness or accuracy of a Test due to equipment or software failure, or disruptive conditions in a Testing Center, Prometric shall promptly furnish Client with relevant discrepancy reports, technical data and analyses. Client may, based on this information: (i) allow the Test score to stand; (ii) adjust the Test score; or (iii) allow the Candidate to retake the Test. Charges for the repeat Test shall be waived or adjusted as mutually agreed by Client and Prometric.

17.2. Rescheduling or Re-performing

If Prometric does not perform the service in accordance with the terms and conditions of this SOW, Prometric shall use reasonable efforts to furnish the service by: (i) rescheduling Testing Center time which was unavailable for any reason; or (ii) re-performing any service which was inadequately performed for any reason. If Prometric is unable to reschedule Testing Center time or re-perform the service after a reasonable number of attempts, Client shall be entitled to a refund or equitable credit of any Test Delivery Fee paid.

End of Schedule

IN WITNESS WHEREOF, the Parties hereunder have executed this SOW as of the day and year first above written.

PROMETRIC LLC
("Prometric")

Carelink - CARE
("Client")

By: _____

By: 

Name: _____

Name: Kimberly Henderson

Title: _____

Title: CEO, CARELINK Of Georgia

Date: _____

Date: 3/6/2024