



MASTER CONTRACT

No. 00220

EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES

CATEGORY 1: EMPLOYMENT AND INCOME VERIFICATION (EIV)-NATIONWIDE

CATEGORY 2: EMPLOYMENT AND INCOME VERIFICATION (EIV)-REGIONAL EMPLOYERS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

EQUIFAX WORKFORCE SOLUTIONS LLC

Dated August 1, 2022

MASTER CONTRACT

No. 00220

EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES

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This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Equifax Workforce Solutions LLC, a Missouri company (formerly known as, TALX Corporation)(a provider of Equifax Verification Services)("Contractor") and is dated and effective as of August 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for employment and income verification services to enable Eligible Purchasers to procure such services cost-effectively and efficiently pursuant to standard terms and conditions.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 00220 dated October 12, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contract for each of the following three (3) categories:
 - Category 1: Employment and Income Verification - Nationwide
 - Category 2: Employment and Income Verification - Regional Employers
 - Category 3: Nationwide Public Records Search Services (PRS).
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above referenced categories 1 and 2.
- E. Contractor operates The Work Number® ("TWN"), a service used to verify employment and income information about an individual ("Consumer"), and various other services ("EVS Services") used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the "Service").
- F. Enterprise Services, and its resulting Eligible Purchasers and Purchasers, wish to use the Service to verify certain Consumer Information in accordance with applicable state and federal law.
- G. Use of TWN will provide Purchaser with automated access to certain employment and/or income data ("Data") furnished to Contractor by employers, and the Contractor Services will provide a

Purchaser with access to certain other information (“Information”) as described in each Purchase Order.

- H. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- I. The purpose of this Master Contract is to enable Eligible Purchasers and ultimate Purchasers to purchase the Services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is twenty-four (24) months, commencing August 1, 2022 and ending July 31, 2024; *Provided*, however, that if Contractor is not in default and if, by July 31, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written mutual amendment, for up to twenty-four (24) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Master Contract, unless otherwise so agreed to in writing, and as may be amended from time to time during the term. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Master Contract Sales Report:	Timely provide to Enterprise Services at the designated address, annual reports required by this Master contract at no less than 80% on time rate over the contract term. <i>See § 11.3 Annual Master Contract Sales Report.</i>
Contractor Representations and Warranties	Maintain 100% compliance with all representations and warranties as listed in § 4 of this Master Contract.
Transmission Requirements	Maintain 90% compliance with § 8.2 Transmission Requirements.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	<p>Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF).</p> <p><i>Note:</i> Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for two (2) or more quarters within the first six (6) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</p>
Master Contract Sales Reports:	<p>Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for two (2) or more quarters within the first six (6) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</p>

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities (each an "Eligible Purchaser") upon successful approval, credentialing, and verification of entity status and permissible purpose under applicable law by Contractor:

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 1. State universities – i.e., University of Washington & Washington State University;
 2. Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 3. Evergreen State College;
 4. Community colleges; and
 5. Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 1. Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 2. Federal governmental agencies or entities;
 3. Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 4. Federally-recognized Indian Tribes located in the State of Washington.

- 2.4. OREGON COOPERATIVE PURCHASING PROGRAM (ORCPP). The Master Contract may also be available for use by the State of Oregon and its own Eligible Purchasers through the Oregon Cooperative Purchasing Program (ORCPP) upon written consent from Contractor. Contractor's consent will be conditioned on Contractor's ability to credential, verify, and reach agreeable contract terms for Oregon's Eligible Purchasers to properly purchase the Services under the ORCPP vehicle and remain in compliance with applicable law.
- 2.5 CREDENTIALING. Each Eligible Purchaser must be successfully credentialed and verified by Contractor to ensure regulatory compliance for potential users of the Services under applicable law. Such approval from Contractor shall not be unreasonably withheld. Upon such approval by Contractor and duly executed contract documents by the parties, an Eligible Purchaser shall be a Purchaser ("Purchaser").

3. SCOPE – INCLUDED SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Eligible Purchaser(s) or Purchaser(s) under this Master Contract that Contractor has contractual authority to sell or provide any Services beyond those set forth in *Exhibit A – Included Services*. Nothing in this Master Contract shall obligate Contractor to enter into Purchase Orders or provide Services under this Master Contract if the Master Contract is terminated or suspended, as further outlined herein, or if the Eligible Purchaser has been evaluated to be ineligible to receive the Services under applicable law or Contractor's documented security, privacy, and business policies.

Services. For purposes of this Master Contract, "Services" also includes all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.

- (a) Specifications. Where applicable, specifications for Services are detailed in the Purchase Order.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, the services available to Purchasers pursuant to this Master Contract may be modified upon mutual written consent; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B – Prices for Services*.
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to Eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations to the best of its knowledge and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any

such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses, and agrees to keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Master Contract.
- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROMPT PAYMENT DISCOUNT. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor provides Purchasers a 'prompt payment discount' in the amount of 1% off of all purchases if payment is provided within twenty (20) calendar days of purchaser's receipt of the invoice.
- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or Purchase Order/Statement of Work under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with

commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.

- 4.9. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.10. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.11. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.12. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor agrees to use commercially reasonable efforts both to promote and market the use of this Master Contract with Eligible Purchasers and to ensure that those entities that utilize this Master Contract are Eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Services or suggesting that such Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.13. **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.14. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Master Contract.
- 4.16. **MASTER CONTRACT TRANSITION.** Contractor agrees that, in the event this Master Contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers.
- 4.17. **GROWTH PLAN.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has a documented growth plan for their future growth

to increase employer contributors in the following categories for which they are submitting a bid Category 1 and 2. Upon request, Contractor will submit documented growth plan to DES for review.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.3. IT WARRANTY. Contractor warrants, it will use industry-standard and up-to-date tools for any hardware, software, and firmware associated with provision of the Services ("IT Services") so that the IT Services shall not, to the best of Contractor's ability, contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware. Contractor further warrants it will use industry-standard and up-to-date tools so that the provision of the IT Services will not (a) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (b) knowingly infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire upon expiration of the Purchase Order/Statement of Work.
- 5.4. IT REMEDY. If IT Services do not comply with the IT Warranty, or if any defect or non-conformance, that is more substantial than Purchaser's lack of satisfaction with the amount of Data or Information returned or desire for additional details in the Data or Information, occurs during the IT Warranty Period, Contractor, at Purchaser's election, promptly will (a) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (b) credit the amounts paid for IT services.
- 5.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, request reimbursement for the period of time where no access was provided.
- 5.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own

cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SECURITY; PRIVACY; SAFETY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. **REGULATORY REQUIREMENTS/SAFETY.** Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Services.
- 6.2. **IT SECURITY POLICIES.** Contractor, its agents, employees, or subcontractors shall comply with all Purchaser's IT security policies and standards, as applicable, which will be made available to Contractor upon request. Contractor agrees at all times to maintain commercially reasonable network IT security and technical coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third-party penetration testing. Contractor aligns its Information Security Program to meet or exceed ISO 27001/2 controls while taking in other controls from additional frameworks such as NIST and IRS 1075 guidelines to improve the overall security posture. Contractor agrees to comply with the Purchaser's IT security policies and standards unless such action in Contractor's sole discretion is not feasible because it conflicts with Contractor's technology and security program as set forth above; is not commercially reasonable; or conflicts with other contractual obligations or regulatory obligations. In each such case, Contractor commits to demonstrate it has a functional equivalent that is at least as stringent as the Purchaser's policies and guidelines or provide "compensating controls," as described in NIST 800-53. Contractor shall notify and obtain approval from Purchaser of any Purchaser IT security policy or standard the Contractor is unable to comply with. In instances where the parties dispute applicability, Contractor will not wait for Purchaser's approval if such a policy would cause it to breach other applicable law. Contractor shall provide Purchaser a report identifying the IT security issue, the reason Contractor is unable to comply, and the proposed functional equivalent that will meet or exceed compliance.
- 6.3. **IT SECURITY REPORT.** Contractor shall provide to Purchaser, if requested, a SOC 2-AICPA Service Organization Control (SOC) 2 Report Type 2, or a similar report as mutually agreed upon with the Purchaser. This report is due to Purchaser within thirty (30) calendar days of request. This report will be provided under conditions of confidentiality as mutually agreed upon with Purchaser, pursuant to RCW 42.56.420.
- 6.4. **PRIVACY.** Contractor must NOT save or store any search criteria provided by Purchaser for employment and income verification, excluding data storage required to comply with requirements of the Fair Credit Reporting Act (FCRA).
- 6.5. **POLICY COMPLIANCE.** Contractor shall comply with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies 141.10 – Securing Information Technology Assets Standards, as listed in Category 3 of Exhibit A. Contractor shall also comply with Policy 188 - Accessibility, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity in addition to any other relevant policy standards for Accessibility – and other similar matters as contemplated in this section – in accordance with applicable law for the relevant topic in question. Such policies are located on the OCIO website at <https://ocio.wa.gov/policies>. Prior to final execution of a Washington State Agency's Purchase Order/Statement of Work, the Contractor's Services, as implemented by the Washington State Agency, may be subject to a security design review

performed by Washington Consolidated Technology Services to ensure compliance with OCIO Policy 141.10 - Securing Information Technology Assets Standards. In the event Enterprise Services learns of a possible discrepancy or lag in compliance, it shall alert Contractor of its concern and the parties shall work to remedy the issue to the best of Contractor's ability or find a mutually agreeable alternative program function, when possible.

7. SUBCONTRACTORS. Notwithstanding any provision to the contrary, Contractor shall not utilize subcontractors to perform this Master Contract.

8. USING THE MASTER CONTRACT – PURCHASES.

8.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a Purchase Order or Statement of Work. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders and/or Statement of Work must reference the Master Contract number, and specify Purchase Order amount, effective dates and Purchaser's contact information. The terms of this Master Contract shall apply to any Purchase Order/Statement of Work and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract. As mutually agreed upon between Purchaser and Contractor, Purchaser shall incorporate Exhibits D, E-1, and E-2 of this Master Contract into its Purchase Order/Statement of Work with Contractor. No additional terms and conditions shall be included in the Purchase Order unless expressly agreed to in writing by the Purchaser and Contractor. Additionally, nothing in this Master Contract shall prevent Purchasers and Contractor from further negotiating Purchase Order/Statement of Work specific terms and conditions, and required certifications between that Purchaser and Contractor; provided however Contractor shall not: (a) reduce or eliminate any of its obligations and commitments to Enterprise Services as agreed upon in this Master Contract; (b) add any additional fees not included in this Master Contract; and (c) add any restrictions or obligations onto Purchasers that are in conflict with agreed upon terms and conditions onto Purchasers in this Master Contract.

8.2. **TRANSMISSION REQUIREMENTS.** Contractor must ensure that the Services are electronically transmitted or provided as required by this Master Contract, the Purchase Order/Statement of Work used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all transmissions:

- (a) Contractor shall render services in the manner specified in Exhibit A, Category 2 and 6, and in accordance with applicable law, to the applicable 'delivery' location specified in the Purchase Order/Statement of Work, after credentialed by Contractor. Such deliveries shall occur during Purchaser's normal work hours and within the time period(s) as stated in Exhibit A, Category 4.4.
- (b) Contractor's Database/Online portal must be housed in a location that meets Tier 2 Data Center requirements, or better as noted in Exhibit A, Category 4.1. In a Tier 2 Data Center, a power component or equipment can be replaced or removed without interrupting power supply to the core computing components. It

guarantees 99.741% availability with approximately twenty-two (22) hours of downtime per year.

- (c) Contractor must provide client forty-eight (48) hours' advance notification of planned system outages, or better as noted in Exhibit A, Category 4.2.
- (d) SINGLE POINT OF CONTACT. Contractor must provide notification via email of unplanned outages of system within one (1) hour to the list of authorized users as noted in Exhibit A, Category 4.3 of this Master Contract.
- (e) CUSTOMER SERVICE HOURS. Customer Service must have hours of operation Monday to Saturday 7:30 AM to 6:30 PM and can be reached by phone at 877-442-9963 or email VerifierSolutionsSupport@Equifax.com.

- 8.3. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Services that are not in accordance with this Master Contract and Purchaser's Purchase Order/Statement of Work. If there are any demonstrable and/or documented defects in the Services at the time of delivery, other than Purchaser's desire for the Services to provide additional information and/or more details that what may be returned on an individual, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to re-perform the Services, at Contractor's expense, any or all of the defective Services or, at Purchaser's option, Purchaser may note any such defect on the receiving report, decline acceptance, and deduct the cost of rejected Services from final payment. Payment for any Services under such Purchase Order/Statement of Work shall not be deemed acceptance.
- 8.4. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Purchasers, Enterprise Services or the State of Washington, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 8.5. NO EFFECT OF CLICK-THROUGH TERMS AND CONDITIONS. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Master Contract to the extent that such revisions modify this Master Contract.
- 8.6. PURCHASER'S RIGHT TO TERMINATE FOR DEFICIENCIES. The Purchaser reserves the right, at its sole election, to immediately suspend or terminate its applicable Purchase Order if the Purchaser determines that Contractor has breached the applicable Purchase Order and failed to cure said breach under the cure provisions of Section 16. While Section 16 is written for the operation of the Master Contract, the same procedures for termination, notice, default, cure, and wrapping up shall apply to individual Purchase Orders as well, with 'Master Contract' and 'Purchase Order/Statement of Work' and 'Enterprise Services' and 'Purchaser' being read as interchangeable where needed for interpretation and applicability, and are incorporated by reference for brevity rather than being repeated here. Additionally, should the State terminate the Master Contract, in accordance with a provision of the Master Contract, all Purchase Orders governed by, or made pursuant to, the Master Contract shall likewise be terminated.

9. INVOICING & PAYMENT.

9.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Services delivered under this Master Contract. Such invoices shall itemize the following:

- (a) Master Contract No. 00220;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Services;
- (f) Invoice amount; and
- (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely invoice. Purchaser's payment is due within thirty (30) calendar days of invoice, or as set forth in Section 9.8 Prompt Payment Discount. Purchaser may make payments electronically (e.g., ACH payments), otherwise a Purchaser shall request paper billing from Contractor. Contractor shall provide information necessary to facilitate electronic payments, as needed if not sufficiently self-explanatory in a Purchaser's portal. Invoices can be sent via email, alternatively invoicing and payment may be done through Contractor's Electronic Invoice Presentation & Payment (EIPP) program. If payment is made by credit card, Contractor will charge the relevant Purchaser's credit card each month for Transactions completed in the prior month. If Purchaser fails to make payment(s) within forty-five (45) days of invoice, Contractor may charge Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.3. **FEES AND INVOICE DISPUTES.** All Monthly Account Service Fees shall apply during any renewal term in the relevant Purchase Order/Statement of Work. Contractor reserves the right to increase all Fees on the Purchase Order/Statement of Work pursuant to the terms of the Master Contract as may be amended. Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Purchaser, in good faith, disputes any portion of an amount invoiced, Purchaser shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to Contractor in writing within ninety (90) days from the date of the invoice for those Services. Purchaser waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

In the event that it is determined or agreed that Purchaser must or will pay the disputed amount, then Purchaser shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by Contractor at the interest rate set forth above. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder.

- 9.4. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.5. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Master Contract.
- 9.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Except to the extent Purchaser has provided an exemption certificate, direct pay permit, tax exemption certificate, or other such appropriate documentation as may be updated from time to time, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.
- 9.8. **PROMPT PAYMENT DISCOUNT.** A Prompt Payment discount of 1% off of all purchases if payment is provided within twenty (20) calendar days of purchaser's receipt of the invoice.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract Administrator
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

Contractor

Attn: Ian Doyle
TALX Corporation
11432 Lackland Road
St. Louis, MO 63146
Tel: (571) 375-4329
Email: ian.doyle@equifax.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

Any notices to be provided between Purchasers and Contractor shall be provided in accordance with the terms and conditions in the relevant Purchaser Order.

10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411

Email: greg.tolbert@des.wa.gov

Contractor

Attn: President
TALX Corporation
11432 Lackland Road
St. Louis, MO 63146

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Sales.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales
invoiced (not including sales tax) x .015.

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the

Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, Master Contract price, and the annual number of “no records found” transactions, if applicable. Contractor must report on their compliance with section 8.2 Transmission Requirements of this Master Contract for the previous year. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Master Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. **RECORDS RETENTION.** Contractor shall maintain the required books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract documents and administration of purchases, payments, invoices, taxes, and fees (“Contract Records”). Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later, in accordance with the Washington Secretary of State’s Records Retention Schedule v. 2.0, available at [https://www.sos.wa.gov/assets/archives/recordsmanagement/state-government-general-records-retention-schedule-v.6.2-\(august-2021\).pdf](https://www.sos.wa.gov/assets/archives/recordsmanagement/state-government-general-records-retention-schedule-v.6.2-(august-2021).pdf); *Provided*, however, (i) any such record retention period shall not be longer than otherwise required by applicable law, and (ii) if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. Regardless of the above, a Purchaser shall not retain any Data or Information for a period of time that would be in conflict with applicable law governing the use and maintenance thereof.
- 12.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable Contract Records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following individual creation of such Contract Records by Contractor; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. In addition to the terms and conditions contained in Exhibit E for the audit, inspection, and cooperation of relevant Purchasers, and Enterprise Services if so required, a Purchaser shall, upon request by Contractor, provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s Income, and the Purchaser shall provide Contractor with records as Contractor may reasonably request to conduct such audit(s). A Purchaser’s failure to fully cooperate or to produce requested Consumer authorizations may result in immediate suspension of the Services until such time as the Purchaser corrects any discrepancy revealed by such audit.
- 12.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor’s

records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. If Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents that results from its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to

property. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3 INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

15. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party *Provided*, that such termination for breach shall not relieve any Purchaser from payment for Services already rendered as of the effective date of such termination. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay future invoices under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to, a change in Federal or

State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Services rendered until the effective date of said notice. Except as stated in this provision, in the event of termination, suspension for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor after the date of termination or suspension and upon resolution of any then due and owing, or already incurred, Service fees.

- 16.3. **TERMINATION FOR CONVENIENCE.** Enterprise Services and Contractor, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience shall only be effective upon thirty (30) days prior written notice; and *provided further*, that such termination for convenience shall not relieve any Purchaser from payment for Services already ordered as of the effective date of such termination. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor after the date of termination or suspension and upon resolution of any then due and owing, or already incurred, Service fees.
- 16.4. **EXPIRATION – OBLIGATIONS.** Upon expiration of this Master Contract, Purchaser shall accept all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Master Contract or applicable Purchase Order.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Master Contract Enterprise Services and Contractor, shall: (a) continue to fulfill its obligations with respect to any Services rendered hereunder and all provisions of the Master Contract that by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to the issuing party all materials supplied, if any, for the performance of any Purchase Order entered into pursuant to this Master Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services or Contractor to declare the other in default of this Master Contract:
- (a) The party fails to perform or comply with any of the terms or conditions of this Master Contract, or applicable law governing this Master Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due or to timely raise a dispute over such fees; or
 - (d) The party breaches any representation or warranty provided herein.

The default of individual Purchase Orders shall not result in an automatic default of the Master Contract. In the event Enterprise Services defaults on the Master Contract, Contractor may suspend services rendered under individual Purchase Orders, if needed, until the default is resolved, or the Master Contract is terminated.

- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied or further remedy solutions are set in motion and mutually agreed upon in writing by the parties; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. In the event the Master Contract is terminated or suspended under this Section, any ongoing obligations of

Contractor and Purchaser to each other under their relevant Purchaser Order may be addressed in the relevant Purchase Order between those parties.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Services. In such event, Contractor shall reasonably assist Enterprise Services and any relevant Purchasers with transitioning to a replacement service up until the point of transition to the replacement service(s) in the event replacement service(s) are in fact selected.

16.9. LIMITATION ON DAMAGES. IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER PARTIES UNDER ANY THEORY OR CIRCUMSTANCE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, NOR SHALL A PARTY'S LIABILITY UNDER THIS MASTER CONTRACT, PURCHASER AGREEMENT, OR PURCHASE ORDER/STATEMENT OF WORK, FOR ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, THIS MASTER CONTRACT, PURCHASER AGREEMENT, OR PURCHASE ORDER/STATEMENT OF WORK, EXCEED TWO TIMES THE AMOUNT OF FEES ACTUALLY RECEIVED BY CONTRACTOR UNDER A PURCHASE ORDER/STATEMENT OF WORK FROM THE RELEVANT PURCHASER FOR THE SERVICE CONNECTED WITH THE EVENT WHICH GAVE RISE TO LIABILITY IN THE PAST 12 MONTHS. THE FOREGOING EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO: (I) A PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS MASTER CONTRACT, PURCHASER AGREEMENT, OR PURCHASE ORDER/STATEMENT OF WORK; (II) A PARTY'S BREACH OF APPLICABLE LAWS; (III) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS MASTER CONTRACT, PURCHASER AGREEMENT, OR PURCHASE ORDER/STATEMENT OF WORK; (IV) CLAIMS OR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR FRAUD; OR (V) PURCHASER'S OR ENTERPRISE SERVICE'S USE OF THE SERVICES IN VIOLATION OF THE TERMS OF THIS MASTER CONTRACT, PURCHASER AGREEMENT, OR PURCHASE ORDER/STATEMENT OF WORK.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination for the delivery of fully or partially utilized Services, billing and payment thereof, wind down procedures, and other similar matters. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders from a Purchaser after notice of suspension and/or termination of this Master Contract.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure under applicable federal and state law, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. In no event shall the Data or Information be subject to public disclosure as protected information under applicable federal and state law.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from

disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines there is or is no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor as promptly as possible, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

- 18. RIGHTS TO SERVICE.** The Service and Data are proprietary to Contractor; and all rights to the Service and Data are proprietary to and reserved by Contractor.

19. GENERAL PROVISIONS.

- 19.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 19.2. **COMPLIANCE WITH LAW.** The parties shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract. Contractor shall handle any necessary approvals, stipulations, certifications, representations, warranties, and other similar obligations needed from Purchasers under the relevant Purchase Order/Statement of Work.
- 19.3. **ENTIRE AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

- 19.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.7. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.8. **ASSIGNMENT.** Contractor may assign its rights under this Master Contract without Enterprise Services' prior written consent so long as Contractor (a) provides written notice to Enterprise Services thirty (30) days prior to such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, and provides such executed Assignment, Assumption, and Consent Agreement to Enterprise Services, Contractor may then assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Enterprise Services shall provide written acknowledgment or raise written objections or concerns upon receipt of Contractor's notice and executed Assignment, Assumption, and Consent Agreement, or may proceed with its termination for convenience rights of the Master Contract herein, should the parties not reach a mutual agreement on the matter. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 19.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order/Statement of Work is placed; and Contractor's signature on such Purchase

Order/Statement of Work shall indicate Contractor's agreement to be bound by such requirements.


- 19.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 19.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise by written agreement between the parties made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.16. **FORCE MAJEURE.** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Master Contract if, and to the extent that, such party's performance of this Master Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party promptly shall provide written notification within forty-eight (48) hours. The notification shall detail and provide evidence of the force majeure to the other party. Such excused delay shall cease as soon as practicable and prompt written notification of same shall likewise be provided. In no event shall force majeure extend the term of the Master Contract. Enterprise Services and Contractor reserves the right to authorize an amendment to this Master Contract, suspend or terminate the Master Contract, Enterprise Services and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, at its own expense, and Contractor shall have no recourse against Enterprise Services or any Purchaser.
- 19.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.

- 19.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 19.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 19.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 19.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 19.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

By signing below, Enterprise Services acknowledges receipt of, and the requirement to share with Purchasers, the Universal Membership Addendum ("Addendum") attached hereto as Exhibit D and Exhibits E-1 and E-2 to this Addendum; and that Enterprise Services has read such Exhibits which explain Enterprise Services and Purchasers' obligations under the FCRA as a user of consumer report information. The terms of the Master Contract shall apply to Exhibit D, E-1 and E-2 and, in the event of any conflict, the terms of this Master Contract shall prevail.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Kim Kirkland
Its: Procurement Supervisor
08/10/2022

Equifax Workforce Solutions LLC
a provider of Equifax Verification Services

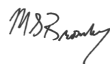
By: 
Type Name Mike Bromley
Its: Title VP / GM Equifax Government Solutions
08/09/2022

EXHIBIT A

INCLUDED SERVICES

BIDDER: TALX Corporation, a Missouri Corporation

Solicitation NO.: 00220-Employment and Income Verification and Public Records Search Services (Revised 12.14.21)

Exhibit B - Performance Requirements

Scope: EIV & PRS Services are available for eligible purchasers to assist in verifying:

- An individual’s eligibility to receive state benefits (e.g., SNAP, TANF, MEDICAL INSURANCE, CHILD CARE), including both applicants (new requests for benefits) and recipients (currently receiving such benefits);
- Post Eligibility Treatment of Income (PETI);
- A job applicant’s employment history prior to hire; and/or
- An individual’s physical location (Public Records).

This resulting Master Contract has been awarded the following categories:

- **Category 1 - Employment and Income Verification - Nationwide:** means the bidder operates and maintains an income and employment verification database that houses information provided by employer contributors who operate nationwide and/or employ 501 or more employees.
- **Category 2- Employment and Income Verification - Regional Employers:** means the bidder operates and maintains an income and employment verification database housing information provided by employer contributors who operate within the states of Washington, Oregon and Idaho and employ 500 or less employees. In this category, DES intends to seek out employer contributors who operate franchises, and/or regional businesses.

Income and Employment Instructions:

1. Review Requirements.

- a. Bidders that elect to only bid on Category 1 - Employment and Income Verification - Nationwide must provide a response to each of the Performance Requirements within Section 1 - Company Qualifications, **EXCEPT FOR** requirements that are marked with an asterisk (*).
In addition, bidders must provide a response to all the Performance Requirements within Sections 2, 3, 4, 5 and 6.
- b. Bidders that elect to only bid on Category 2 - Employment and Income Verification - Regional Employers, must provide a response to each of the Performance Requirements marked by an asterisk (*) under Section 1 - Company Qualifications, and all requirements in Section 2, 3, 4, 5 and 6.
NOTE: Section 1 - Company Qualifications that are not marked by an asterisk do not require a response by bidders responding to Category 2 alone.
- c. Bidders that elect to bid on both Category 1 AND Category 2 must provide a response for ALL Performance Requirements.

2. Review Priority and the provided definitions:

- **“MANDATORY”:** Bidder response must comply with the requirement and the Bidder’s response will be evaluated on a "Pass/Fail" basis. Selecting "Meets" for mandatory requirements will be considered "Pass". All other responses will be considered "Fail".
- **"MANDATORY SCORED":** Bidder response will be evaluated and assigned a score based on how well Bidder’s response meets the requirement. Maximum points possible is 15 points for each requirement.

<p>Not meeting any of the requirements will be evaluated as a “Fail”.</p> <ul style="list-style-type: none">• “DESIRABLE Scored”: Bidder response will be evaluated and assigned a score based on how well Bidder’s response meets the requirement. Maximum points possible is 5 points for each requirement. Desirable Requirements enhance operational functionality or quality and make it more desirable.						
3. Select and indicate using the pulldown button if bidder Fully Meets or Does Not Meet a requirement in How Bidder Meets Requirement column.						
4. Bidder must respond in the Written Response column for every requirement that indicates a "Written Response Required" "in accordance with the Review Requirements under Section 1 of this page.						
5. Bidder must respond to every question required for the category they intend to submit a bid to be considered responsive. If a question is blank it may be evaluated as non-responsive.						
6. Limited responses may receive lower scoring than those that demonstrate understanding and mastery of the subject matter.						
#	Category	Cat 2 *	General Capability Requirements (Requirements are as of date of solicitation and must be maintained throughout the life of the Master Contract if awarded)	Priority	How Bidder Meets Requirement	Written Response Written Responses must not reference any material present elsewhere. The written response should be considered complete and stand on its own merit.
2.0	Bus. Svc. Req.		Business Service Requirements			
2.1	Bus. Svc. Req.		Bidder must provide a minimum of two (2) of the following method(s) Purchaser(s) can submit requests. (database/online portal, facsimile, phone) Database/online portal MUST be included as one of the two methods listed to meet the requirement. (List methods)	Mandatory Scored	Fully Meets	Equifax will deliver The Work Number’s Employment and Income Verification data via a secure web portal, via phone, batch processes, or via direct API integration with your eligibility systems. Web portal, phone, and API integration offer the same instantaneous access to TWN which provides the complete set of employers and records available. No matter how verification is conducted, the same comprehensive results will be returned. Note: If a Purchaser chooses a direct API integration option, Equifax and Purchaser will negotiate and mutually agree to the additional terms and conditions applicable only for API integration.
2.2	Bus. Svc. Req.		Bidder must provide method(s) results are delivered back to Purchaser(s). (List methods)	Mandatory Scored	Fully Meets	Results from Employment and Income Verification data searches are delivered in the same method that they are requested. If a request is made via the web portal, the result is returned instantaneously to the requester. The same rules apply to verifications conducted via phone or API integrations. If searches are conducted via a batch file, those results can be returned in less than 24 hours in some cases but are otherwise returned as promptly as possible.
2.3	Bus. Svc. Req.		Bidder must provide the frequency data is refreshed within system.	Mandatory Scored	Fully Meets	Equifax receives updated payroll data from over employers through our direct employer relationships and payroll partnerships. We receive current Employment and Income Verification data every pay period from every employer and update our systems in real time, making the data available for our customers instantly. The Work Number database is updated regularly each time records are submitted to the database. This ensures our customers are able to obtain the most current payroll data to support eligibility and child support enforcement program activities.

2.4	Bus. Svc. Req.		Bidder must provide the frequency data is reported within their system (new data obtained).	Mandatory Scored	Fully Meets	TWN is updated from each employer every time they pay their employees. If an employer pays weekly, they update TWN weekly, if an employer pays biweekly, they update TWN biweekly, etc. On average, employee records are updated regularly when new payroll data is obtained/submitted from employers.
2.5	Bus. Svc. Req.		Bidder must provide the ability for Purchaser(s) to adjust look back period of results:			
2.5.1	Bus. Svc. Req.		12 Months (1 year) (Web database access)	Mandatory	Fully Meets	<p>TWN provides the State the ability to adjust the lookback period for records updated within the past 12 months (1 year).</p> <p>It is important to note that no other vendor can claim to support this requirement since no other vendor maintains a database of the majority of their records. Instead, they primarily leverage access to payroll providers who do not provide other vendors a view of their entire database like those payroll providers do exclusively for Equifax. Additionally, for instantaneous verifications, other vendors can only query those payroll providers by active or inactive employment status rather than the last date the employee was paid.</p>
2.5.2	Bus. Svc. Req.		12+ Months (over 1 year)	Desirable Scored	Fully Meets	<p>TWN provides the State the ability to adjust the lookback period for records updated more than 12 months (1 year) ago through our web portal.</p> <p>It is important to note that no other vendor can support this requirement since no other vendor maintains a database of the majority of their records. Instead, they primarily leverage access to payroll providers who do not provide other vendors a view of their entire database like those payroll providers do for Equifax. Additionally, for instantaneous verifications, those bidders can only query payroll providers by active or inactive employment status rather than the last date the employee was paid.</p>
2.6	Bus. Svc. Req.		Bidder must provide results within turn-around time listed below for <u>Employment Inquiry</u>: (All days listed are calendar days).			
2.6.1	Bus. Svc. Req.		Instantaneously - Information is provided through method that allows zero wait time/user does not need to log back into a database or system to retrieve information.- Web Database	Mandatory Scored	Fully Meets	Due to our customers' program and policy requirements, our solution has been optimized to deliver a response to Employment web-based portal queries instantaneously. TWN is the only solution capable of providing access to an instantaneous solution that can deliver more than 630,000 instantaneous verifications annually based on the caseloads of the Departments. In order to deliver more than 630,000 Employment and Income Verifications instantaneously, a database would be required to have a substantial network of contributing employers. As recently as October and November 2021, we fulfilled 59% and 66% of Washington State's (DSHS and DCYF) online, instantaneous

						employment and income web searches respectively. This has increased from a fulfillment of 45% in October 2020 due in large part to the growth of the TWN database.
2.6.2	Bus. Svc. Req.		More than 30 minutes but less than 24 hours (1 day)	Mandatory Scored	Fully Meets	For those Employment Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 24 hours (1 day), when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.6.3	Bus. Svc. Req.		More than 24 hours (one (1) day) but less than three (3)days	Mandatory Scored	Fully Meets	For those Employment Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 3 days, when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.6.4	Bus. Svc. Req.		More than 3 days but less than 1 week (seven (7) days)	Desirable Scored	Fully Meets	For those Employment Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 1 week (7 days), when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.6.5	Bus. Svc. Req.		More than 1 week (seven (7) days)) but less than 30 days	Desirable Scored	Fully Meets	For those Employment Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 30 days, when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by

						providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.7	Bus. Svc. Req.		Bidder must provide results within turn-around time listed below for <u>Income (Benefits) Inquiry</u>: (All days listed are calendar days).			
2.7.1	Bus. Svc. Req.		<u>Instantaneously</u> * Information is provided through method that allows zero wait time/user does not need to log back into a database or system to retrieve information.	Mandatory Scored	Fully Meets	<p>Due to our customers' program and policy requirements, our solution has been optimized to deliver a response to Employment web-based portal queries instantaneously, within seconds. TWN is the only solution capable of providing access to an instantaneous solution that can deliver more than 630,000 instantaneous verifications annually based on the caseloads of the Departments. In order to deliver more than 630,000 Employment and Income Verifications instantaneously, a database would be required to have a substantial network of contributing employers.</p> <p>As recently as October and November 2021, we fulfilled 59% and 66% of Washington State's (DSHS and DCYF) online, instantaneous employment and income web searches respectively. This has increased from a fulfillment of 45% in October 2020 due in large part to the growth of the TWN database.</p>
2.7.2	Bus. Svc. Req.		More than 30 minutes but less than 24 hours (1 day)	Mandatory Scored	Fully Meets	For those Income Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 24 hours (1 day), when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.7.3	Bus. Svc. Req.		More than 24 hours (one (1) day) but less than three (3)days	Mandatory Scored	Fully Meets	For those Income Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 3 days, when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will

						follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.7.4	Bus. Svc. Req.		More than 3 days but less than 1 week (seven (7) days))	Desirable Scored	Fully Meets	For those Income Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 1 week (7 days), when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.7.5	Bus. Svc. Req.		More than 1 week (seven (7) days)) but less than 30 days	Desirable Scored	Fully Meets	For those Income Inquiries that are not returned instantaneously, Equifax will strive to provide verification results from the relevant employer in less than 30 days, when the desired records are available from the employer. As The Work Number is Equifax's automated service/platform, providing verifications in a time frame longer than 'real-time' implies or requires manual verifications to complete the request. Accordingly, when your search results do not return a record from The Work Number, a Manual Verification order may be placed by providing employee name, employer name, address, and phone number and will follow Equifax's manual verification process as tailored to fit the specific needs of Washington.
2.7.6	Bus. Svc. Req.		From the list provided below, the verification report must include at a minimum -the individual's: Name of employee, Address of employee, Name of employer, Address of employer, Pay rate (hourly or salaried), Position Title, Medical Insurance (HCA-Other Medical Insurance), Hours per week, Pay period end dates, Pay Date, Overtime (If available) Dollar Amount, Job Start Date, Job End Date	Mandatory Scored	Fully Meets	Equifax meets and exceeds this requirement. A TWN report returns all the requested data elements and others when available and as reported by the employer including benefits, worker's compensation, and income deductions provided from employee's pay stub, in addition to annual income summary and historical pay period summary per employer's record based on date range specified. The information provided is the most current, authoritative data received directly from Employers or payroll providers.

2.7.7	Bus. Svc. Req.		Garnishment	Desirable Scored	Fully Meets	Yes, we do provide garnished wages when available from employer's payroll system
2.7.8	Bus. Svc. Req.		Physical Location of Employment	Desirable Scored	Fully Meets	Yes, we do provide the work location (job site) address
2.8	Bus. Svc. Req.		Bidder must provide Database/Online Portal services so that select actions can be initiated through an application program interface (API) as an alternative to using the traditional web-based Database/Online Portal.	Desirable Scored	Fully Meets	In addition to the secure web portal in use today by the Departments to access our Employment and Income TWN database, we also provide API access via our Instant Client Insights (ICI) API. ICI has the ability to provide a range of data and verification services including Employment and Income verifications using simple, powerful, and secure APIs. Equifax will provide Washington State with necessary support to enable ICI API integration with your Eligibility systems.
2.9	Bus. Svc. Req.		Database/Online Portal Search Functionality Requirements			
2.9.1	Bus. Svc. Req.		Bidder must provide search functionality of database/online portal by social security number.	Mandatory	Fully Meets	
2.9.2	Bus. Svc. Req.		Bidder must provide search functionality of database/online portal by first name.	Desirable Scored	Fully Meets	The secure web portal supports searches utilizing the applicant's first name, last name, address, and, optionally, date of birth. Equifax uses this combination of attributes to narrow the results returned and definitively identify the correct individual. Equifax is in the unique position of having the records within our database and, alternatively, all records are searchable by an SSN only.
2.9.3	Bus. Svc. Req.		Bidder must provide search functionality of database/online portal by middle initial.	Desirable Scored	Does Not Meet	TWN portal does not currently support searches by middle initial.
2.9.4	Bus. Svc. Req.		Bidder must provide search functionality of database/online portal by last name.	Desirable Scored	Fully Meets	The secure web portal also supports searches utilizing the applicant's first name, last name, address, and, optionally, date of birth. Equifax uses this combination of attributes to narrow the results returned and definitively identify the correct individual. Equifax is in the unique position of having the records within our database and, alternatively, all records are searchable by an SSN only.
2.9.5	Bus. Svc. Req.		Bidder must provide search functionality of database/online portal by date of birth.	Desirable Scored	Fully Meets	The secure web portal also supports searches utilizing the applicant's first name, last name, address, and, optionally, date of birth. Equifax uses this combination of attributes to narrow the results returned and definitively identify the correct individual. Equifax is in the unique position of having the records within our database and, alternatively, all records are searchable by an SSN only.
3.0	Sec.		Security			
			Bidders can access OCIO Standard 141.10 here to view all referenced OCIO requirements in sections below.	-	-	
3.1	Sec.		Access to Database/Online Portal must require security credentials (i.e., a	Mandatory	Fully Meets	

			username and password for login purposes).			
3.2	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.3: Identify users with a <u>unique</u> identifier, for their individual use only, before allowing them access to components, systems, network or data.	Mandatory	Fully Meets	
3.3	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.4: Ensure that accounts are assigned access only to the services that they have been specifically authorized to use.	Mandatory	Fully Meets	
3.4	Sec.		Bidder must allow account administrator to set up account lock out intervals.	Mandatory	Fully Meets	
3.5	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.13: Account locking after a maximum of five (5) incorrect login attempts for a minimum of fifteen (15) minutes or when reset by an approved system administrator.	Mandatory	Fully Meets	
3.6	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.6.1.3.1: Administrator and User sessions must automatically time-out after fifteen (15) minutes of inactivity.	Mandatory	Fully Meets	
3.7	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.6.2. for password requirements. Describe how your Solution meets or exceeds the standards 141.10.6.2.1, 141.10.6.2.3 though 141.10.6.2.5	Mandatory	Fully Meets	
3.8	Sec.		Database/Online Portal must comply with OCIO Standard 141.10.4.: Data Security. Bidder must understand and comply with all requirements in this section, including but not limited to the handling and security of Category 3: Confidential Information and Category 4 data: Confidential Data requiring special handling.	Mandatory	Fully Meets	
4.0	Support		Support			

4.2	Support		<p>Outage Notification: Bidder must provide-Purchaser(s) 48 hours' advance notification of planned system outages.</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	<p>Equifax complies with this requirement and will provide 48 hours advance notification of planned system outage. Equifax leverages an established communication protocol to alert Washington State of planned outages, maintenance periods or system degradation issues. Updates and configuration changes will only be performed during standard maintenance windows and are typically staged to involve no application downtime. On average, Equifax performs maintenance activities on nights and weekends, varying in length. Equifax leverages an active/active environment which allows us to perform maintenance with minimal to no disruption to our client operations. When maintenance is performed, it is performed during the scheduled maintenance windows starting after business hours and ending prior to the next day's business hours. In addition, Equifax may make infrastructure changes on weekends which are announced in advance and conducted on Saturday and Sunday. Equifax does not anticipate that our maintenance windows will impact your hours of operations.</p>
4.3	Support		<p>Single Point of Contact: Bidder must provide notification via email of unplanned outages of system within one (1) hr. minimum to all authorized users. Notification(s) must include: -Summary of Issue(s) -Time of estimated resolution</p> <p>-Bidder must also provide notification to all authorized users once system outages are resolved</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	<p>Equifax complies with this requirement and will provide notification via email of unplanned outages of the system within 1 hr minimum to all authorized users. Notifications will include a summary of issues and time of estimated resolution. We will also inform your authorized users once system outages are resolved. Washington State will be assigned a Client Manager to serve as the agency's primary point of contact and to coordinate support for all agency programs, caseworkers, and executive staff in matters related to the service and to ensure Equifax's adherence to the contract. The Client Manager will ensure that your web administrators/managers have been trained and are able to support the day-to-day operations of the system. In addition, the Client Manager is available during standard business hours via email and mobile numbers on their company-provided smart phones when out of the office to help address customer inquiries.</p>

4.4	Support		<p>Customer Service must be available Monday to Saturday 7:30 AM to 6:30 PM.</p> <p><i>Written response required. Bidder must describe how they will meet this requirement. Bidder must include a contact email and phone number for customer service.</i></p>	Desirable Scored	Fully Meets	<p>Equifax offers customer service to the State twenty-four hours per day, seven days per week through an electronic support desk. Technical assistance and support can be accessed via phone, email or integrated chat sessions. Additionally, Equifax provides a technical support call center Monday through Friday which is staffed between 5:00am-6:00pm Pacific Time, excluding State holidays. Our website contains information regarding common problems and technical questions and answers, and the ability to order fixes electronically.</p> <p>Equifax will provide additional support to administrative users in order to provide continuity within the State’s operations. Our support is formally structured into three (3) different components:</p> <ul style="list-style-type: none">• Technology Services Support: Support personnel are the first point of contact within the support system. They will resolve the majority of support requests and questions during the first call.• Customer Support Teams (CSTs): The Technology Services CSTs consist of experienced, knowledgeable personnel available to support customer business needs.• ESD (Equifax Service Desk): The ESD is responsible for after-hours technical support of applications as well as hardware- and network-related issues. <p>All issues resulting in a call or identified and reported to the Customer Support Team are logged and tracked for problem resolution through a problem tracking system. These include, but are not limited to, problem reports, questions, and enhancement requests. Each case has a unique identification number and is logged with detailed case information. Support cases are reviewed on a daily basis, and every effort is made to resolve the support issue according to its assigned severity level</p>
5.0	Training		Training			
5.1	Training		<p>Training Aids: Bidder must list all training methods available to Purchaser.</p> <p>Minimum Requirement: Webinar Training on site (i.e. Desk Aids, Online Training, Manuals other than Desk Aids, Other)</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	<p>The Equifax team will coordinate with Washington State to schedule training for the identified groups. Equifax offers webinar training to be consumed on-site as the standard delivery. Training materials will be provided to users in advance along with dates for training. Training dates will be coordinated with account provisioning to ensure those being trained are able to begin utilizing the service following their training session. Training of users is traditionally provided via webinars and is scheduled prior to new agencies going live or prior to the release of the new features to minimize operational impact on end users. Training documents are also made available and updated regularly to ensure caseworkers are familiar with how to utilize the service to best meet the needs of their program.</p>
6.0	Privacy		Privacy			
6.2	Privacy		Bidder must NOT require type of benefits or assistance requested prior	Mandatory	Fully Meets	

			to Purchaser receiving income and employment records			
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PRICES FOR SERVICES

BIDDER:	TALX Corporation
<p>Category One - Employment and Income Verification – Nationwide: Employment and Income Verification- Nationwide: Bidder operates and maintains an income and employment verification database that houses information provided by employer contributors who operate nationwide and/or employ 501 or more employees</p> <p>Category Two - Employment and Income Verification - Regional Employers: Employment and Income Verification- Regional Employers: Bidder operates and maintains an income and employment verification database housing information provided by employer contributors who operate within the states of Washington, Oregon and Idaho and employ 500 or less employees. In this category, DES intends to seek out employer contributors who operate franchises, and/or regional businesses.</p>	
<p>Part 1- Bidder Information: Fill in Bidder Name Here.</p> <p>Part 2- Transaction (flat rate/search): is defined as positive result returned for twelve (12) months worth of data including the following data:</p> <p>-Name of employee, Address of employee, Name of employer, Address of employer, Pay rate (hourly or salaried), Position Title, Medical Insurance (HCA-Other Medical Insurance), Hours per week, Pay period end dates, Pay Date, Overtime (If available) Dollar Amount, Job Start Date, Job End Date, Garnishment, Physical Location of Employment.</p> <p>-Pricing for first two years of a resulting Master Contract will be at a fixed flat rate per transaction as defined on the Cost Table Employ-Income worksheet.</p> <p>-Insert the flat rate amount for each of the four(4) tiers for each defined turnaround time for the first two(2) years, and subsequent years three (3) and four(4) of resulting Master Contract 00220.:</p> <p>-Instantaneously (mandatory);</p> <p>-More than 30 mins but less than 24 hours (1 day) (mandatory);</p> <p>-More than 24 hrs (one (1) day) but less than three (3) days (mandatory)</p> <p>-More than 3 days but less than 1 week (seven (7) days)) (desirable)</p> <p>-More than 1 week (seven (7) days)) but less than 30 days (desirable)</p> <p>Part 3-Reoccurring Fee: Fees outside of transaction fees - These fees are reoccurring fees that account for customer service and/or system access. Enter reoccurring fees for system access and customer service as it will pertain to the contract. If none, please enter 0.</p> <p>Part 4: One Time Fees: (i.e. set up fees, etc.). If the fee is a one time fee, insert the description and \$ amount here. If none, please enter 0.</p> <p>Part 5: Prompt Payment Discount: Enter X.X% Prompt Payment Discount if Bidder will offer one.</p>	
Part 1: Bidder Information	

Bidder Name				TALX Corporation		
Part 2: Price/Transaction (flat rate/search)						
Tier Levels	Tier Amounts/year	Priority	Turnaround Time	Price Per Transaction (defined above)		
				First Two(2) Years (24 months)	3rd Year (12 months)	4th Year (12 months)
Tier 1	1-49,999	Mandatory	Instantaneously*	\$15.75	\$17.33	\$19.06
			More than 30 min but less than 24 hours (1 day)	\$15.75	\$16.54	\$17.36
			More than 24 hrs (one (1) day) but less than three (3)days	\$15.75	\$16.54	\$17.36
		Desirable	More than 3 days but less than 1 week (seven (7) days))	\$15.75	\$16.54	\$17.36
			More than 1 week (seven (7) days)) but less than 30 days	\$15.75	\$16.54	\$17.36
Tier 2	50,000- 199, 999	Mandatory	Instantaneously *	\$11.10	\$12.21	\$13.43
			More than 30 min but less than 24 hours (1 day)	\$15.75	\$16.54	\$17.36
			More than 24 hrs (one (1) day) but less than three (3)days	\$15.75	\$16.54	\$17.36
		Desirable	More than 3 days but less than 1 week (seven (7) days))	\$15.75	\$16.54	\$17.36

			More than 1 week (seven (7) days)) but less than 30 days	\$15.75	\$16.54	\$17.36
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Tier 3	200,000- 599,999	Mandatory	Instantaneously*	\$8.77	\$9.65	\$10.61
			More than 30 min but less than 24 hours (1 day)	\$15.75	\$16.54	\$17.36
			More than 24 hrs (one (1) day) but less than three (3)days	\$15.75	\$16.54	\$17.36
		Desirable	More than 3 days but less than 1 week (seven (7) days))	\$15.75	\$16.54	\$17.36
			More than 1 week (seven (7) days)) but less than 30 days	\$15.75	\$16.54	\$17.36

Tier 4	600,000 - 899,000	Mandatory	Instantaneously*	\$6.03	\$6.63	\$7.30
			More than 30 min but less than 24 hours (1 day)	\$15.75	\$16.54	\$17.36
			More than 24 hrs (one (1) day) but less than three (3)days	\$15.75	\$16.54	\$17.36
		Desirable	More than 3 days but less than 1 week (seven (7) days))	\$15.75	\$16.54	\$17.36
			More than 1 week (seven (7) days)) but less than 30 days	\$15.75	\$16.54	\$17.36

Tier 5	900,000+	Mandatory	Instantaneously*	\$5.85	\$6.44	\$7.08
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			More than 30 min but less than 24 hours (1 day)	\$15.75	\$16.54	\$17.36
			More than 24 hrs (one (1) day) but less than three (3)days	\$15.75	\$16.54	\$17.36
		Desirable	More than 3 days but less than 1 week (seven (7) days))	\$15.75	\$16.54	\$17.36
			More than 1 week (seven (7) days)) but less than 30 days	\$15.75	\$16.54	\$17.36
Part 3: Reoccurring Fees						
Tier 1 Reoccurring Fees (Description)			First Two Years (24 months)	3rd Year (12 months)	4th Year (12 months)	
Monthly Account Service Fee (\$2,500)			\$60,000.00	\$30,000.00	\$30,000.00	
Tier 2 Reoccurring Fees (Description)			First 2 Years (24 months)	3rd Year (12 months)	4th Year (12 months)	
Monthly Account Service Fee (\$2,500)			\$60,000.00	\$30,000.00	\$30,000.00	
Tier 3 Reoccurring Fees (Description)			First 2 Years (24 months)	3rd Year (12 months)	4th Year (12 months)	
Monthly Account Service Fee (\$2,500)			\$60,000.00	\$30,000.00	\$30,000.00	
Tier 4 Reoccurring Fees (Description)			First 2 Years (24 months)	3rd Year (12 months)	4th Year (12 months)	
Monthly Account Service Fee (\$2,500)			\$60,000.00	\$30,000.00	\$30,000.00	
Tier 5 Reoccurring Fees (Description)			First 2 Years (24 months)	3rd Year (12 months)	4th Year (12 months)	

Monthly Account Service Fee (\$2,500)	\$60,000.00	\$30,000.00	\$30,000.00
Part 4: One Time Fees			
One Time Fee (i.e. set up fees) Total	\$0.00		
Part 5: Prompt Payment Discount			
This prompt payment discount will be applied to all monthly invoices if payment is provided within 20 calendar days of purchaser’s receipt of the invoice.			
Prompt Payment Discount			1.0%

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - e. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 general annual aggregate for liability arising out of errors, omissions, and/or negligence in the provision of Services under this Master Contract and resulting Purchase Orders. The policy shall have an extended reporting period of not less than five (5) years after completion.
 - f. **CYBER RISK LIABILITY INSURANCE.** Cyber risk insurance, on a claims made form. The policy shall include coverage for liability as a result of a data security breach or violation of consumer data protection laws arising out of Services provided under this Master Contract and resulting Purchase Orders - Limits are \$1,000,000 per occurrence and \$2,000,000 aggregate.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and Commercial Automobile Liability shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the blanket Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. Such satisfaction shall not be unreasonably withheld. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Such acceptance shall not be unreasonably withheld. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Ins. Certificate
 **Master Contract No. 00220 – Employment and Income
Verification and Public Record Search Services**
 Attn: Contract Administrator
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract
No. 00220 – Employment and Income Verification and
Public Record Search Services**

5. **PRIMARY COVERAGE.** Contractor's Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above

including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Reserved.
7. **WAIVER OF SUBROGATION.** Except in the event that a loss is caused by the sole negligence or fault of the State of Washington, Enterprise Services, or Purchaser, Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least thirty (30) days, or as much notice as reasonably possible, prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than one (1) year following expiration or termination of the Master Contract.

**UNIVERSAL MEMBERSHIP ADDENDUM
TO THE MASTER CONTRACT**

1. RECITALS:

- A.** Contractor operates The Work Number® (“TWN”), a service used to verify employment and income information about an individual (“Consumer”), and various other services (“Contractor Services”) used to verify certain Consumer information (TWN and Contractor Services are collectively referred to herein as the “Services”); and
- B.** TWN will provide Purchaser with automated access to certain employment and/or income data (“Data”) furnished to Contractor by employers, and the Contractor Services will provide Purchaser with access to certain other information (“Information”) as described in each Schedule A attached hereto.

2. PURCHASER OBLIGATIONS.

- a.** Purchaser shall comply with the terms set forth in this Agreement which includes Attachments 1 and 2, and also each Schedule executed by the parties which may contain additional terms.
- b.** Purchaser shall pay for the Services as set forth in each applicable Schedule. All prices stated in any Schedule attached to this Agreement are exclusive of, and Purchaser shall pay all sales, use, privilege, or excise taxes.
- c.** Purchaser certifies that it will order Data from TWN only when Purchaser intends to use the Data (i) in accordance with the Fair Credit Reporting Act (“FCRA”) and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the Consumer; (2) in connection with the underwriting of insurance involving the Consumer; (3) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation; (4) in connection with a determination of the Consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status; (5) when Purchaser otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; or (6) for employment purposes and for no other purpose. Purchaser agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the “CFPB”)’s Notice Form attached as Exhibit 1.
- d.** Purchaser further certifies that it will not take adverse action against the Consumer based in whole or in part upon the Data without first providing to the Consumer to whom the Data relates a copy of the Data and a written description of the Consumer’s rights as prescribed by the CFPB, and also will not use any Data in violation of any applicable federal or state equal opportunity law or regulation. Purchaser acknowledges that it has received from Contractor a copy of the consumer rights summary as prescribed by the CFPB as referenced on Attachment 3.
- e.** Purchaser certifies that it will comply with applicable provisions under Vermont law. In particular, Purchaser certifies that it will order Data relating to Vermont residents only after Purchaser has

received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Purchaser further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Attachment 2 was received from Contractor.

- f.** Purchaser represents it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- g.** Purchaser represents it has written authorization from the Consumer to verify income. Purchaser need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized the Purchaser to receive the income Data. Notwithstanding the foregoing, in the event Purchaser is using the Service to collect on defaulted child support obligations, Purchaser is not required to obtain such authorization.
- h.** Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a “retail seller” (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person (“point of sale transactions”). Purchaser certifies that these requirements do not apply to it because Purchaser is NOT a “retail seller” (as defined in Section 1802.3 of the California Civil Code), and/or (b) Purchaser does NOT issue credit to California residents who appear in person on the basis of applications for credit submitted in person. Purchaser further certifies that it will notify Contractor in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.
- i.** Purchaser will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the Consumer.
- j.** Purchaser may use the Data and Information provided through the Service only as described in this Agreement. Purchaser may reproduce or store the Data and Information obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data and Information obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless permitted in this Agreement, required by law, or Purchaser first obtains Contractor’s written consent; provided, however, that Purchaser may discuss Consumer Data with the Data subject when Purchaser has taken adverse action against the subject based on the Data. Purchaser will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by Contractor, except in any state where this contractual prohibition would be invalid. Purchaser will refer the Consumer to Contractor whenever the Consumer disputes the Data disclosed by Purchaser. Purchaser will not interpret the failure of Contractor to return Data as a statement regarding that Consumer’s credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- k.** Purchaser acknowledges it shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards and will use the Data and Information as part of its processes.
- l.** Purchaser may access, use and store the Data and Information only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto

Rico, Guam and the Virgin Islands (the "Permitted Territory"). Purchaser may not access, use or store the Data or Contractor Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Purchaser first obtaining Contractor's written permission.

- m. Except as otherwise permitted in Section 3.b. below, Purchaser may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Data or Information on its behalf without first obtaining Contractor's written permission and without the Service Provider first entering into a separate agreement with Contractor.
- n. In order to ensure compliance with this Agreement, applicable law and Contractor policies, Contractor may conduct reviews of Purchaser activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Purchaser's requests for Data or Information and/or its use of Data or Information. Purchaser shall provide documentation within a reasonable time to Contractor as reasonably requested for purposes of such review. Purchaser shall cooperate fully with any and all investigations by Contractor of allegations of abuse or misuse of the Services and allow Contractor to access its premises, records, and personnel for purposes of such investigations if Contractor deems such access is necessary to complete such investigation(s). Purchaser agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Purchaser shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Purchaser may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address

3. **DATA SECURITY.** This Section 3 applies to any means through which Purchaser orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 3, the term "Authorized User" means a Purchaser employee that Purchaser has authorized to order or access the Service and who is trained on Purchaser's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Purchaser's FCRA and other obligations with respect to the access and use of Data.

- a. Purchaser will, with respect to handling any Data or Information provided through the Service:
 - 1. ensure that only Authorized Users can order or have access to the Service;
 - 2. ensure that Authorized Users do not order Data or Information for personal reasons or provide Data or Information to any third party except as permitted by this Agreement;
 - 3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
 - 4. ensure that all devices used by Purchaser to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards;
 - 5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without

limitation, (i) limiting the knowledge of the Purchaser security codes, user names, User IDs, and any passwords Purchaser may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited;

6. change Purchaser passwords at least every ninety (90) days or sooner if Purchaser suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any Purchaser user who is no longer responsible for accessing the Service;
7. adhere to all security features in the software and hardware Purchaser uses to order or access the Services, including the use of IP restriction;
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts;
9. in no event access the Services via any unregistered wireless hand-held communication device, that have not gone through Purchaser's device enrollment, access, and authentication process. Such process shall be reviewed and approved by Contractor prior to allowing access to Services via any hand-held communication device;
10. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data or Information. In addition, Data and Information must be encrypted when not in use and all printed Data and Information must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, Industry Standard Practices for the type of Data and Information received from Contractor must be employed;
11. if Purchaser sends, transfers or ships any Data or Information, encrypt the Data and Information using the following minimum standards, which standards may be modified from time to time by Contractor: FIPS 140-2 compliant ciphers and algorithms;
12. not ship hardware or software between Purchaser's locations or to third parties without deleting all of Contractor's Confidential Information, Purchaser number(s), security codes, User IDs, passwords, Purchaser user passwords, and any Consumer information, or Data;
13. monitor compliance with the obligations of this Section 3, and immediately notify Contractor if Purchaser suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of Contractor invoices for the purpose of detecting any unauthorized activity;
14. if, subject to the terms of this Agreement, Purchaser uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Purchaser's user names, security access codes, or passwords, and Purchaser will ensure the Service Provider safeguards Purchaser's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Purchaser under this Section 3;

15. use Industry Standard Practices to assure data security when disposing of any Data and Information obtained from Contractor. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Purchaser's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records;
 16. use Industry Standard Practices to secure Data and Information when stored on servers, subject to the following requirements: (i) servers storing Data and Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) Data and Information must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data and Information must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available;
 17. not allow Data or Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;
 18. use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review;
 19. provide immediate notification to Contractor of any change in address or office location and are subject to an onsite visit of the new location by Contractor or its designated representative; and
 20. in the event Purchaser has a Security Incident involving Contractor Confidential Information, Purchaser will fully cooperate with Contractor in a security assessment process and promptly remediate any finding. For purposes of this Section 3, "**Security Incident**" means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or Data.
- b. A cloud service provider ("**CSP**") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Purchaser may use a CSP to process, transmit, or store Data and Information, subject to the requirements below.
1. Purchaser may use Amazon Web Services, Google Cloud Platform, Microsoft Azure, or Salesforce exclusively as their CSP, so long as Purchaser certifies its CSP has the following minimum requirements: (i) Data and Information at rest is encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) Purchaser shall manage all encryption keys within the Purchaser's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; and (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles.
 2. For all other CSPs, Purchaser certifies that Purchaser will, and will contractually obligate its CSP to, follow Contractor's minimum requirements: (i) Data and Information at rest is

encrypted at a minimum of AES-256; (ii) Data and Information shall be encrypted in transit both internally and externally at a minimum of TLS version 1.2 and/or AES-128; (iii) Purchaser shall manage all encryption keys within the Purchaser's CSP; (iv) an inventory shall be kept of all Data and Information within the cloud environment; (v) Data and Information shall be logically and/or physically separated in multi-tenant environments in accordance with industry standards; (vi) access control standards that include: user provisioning, regular access reviews, password requirements, need to know permissions, and least privilege principles; (vii) utilization of secure data destruction techniques shall be used to destroy Data and Information in accordance with industry standards; (viii) assets that are no longer needed for legal purposes shall be destroyed in accordance with industry standard; (ix) incident handling and forensic support shall be provided in the event of an investigation or Security Incident; (x) cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards; (xi) information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance; (xii) CSP's application environment shall be certified by an independent third party (SOC 2 Type 2), if operating in a hybrid environment, a SOC 2 Type 2 or equivalent shall also be required for the Purchaser; (xiii) Third parties providing support services to the Purchaser or Purchaser's CSP shall not have access to Data and Information without prior consent of Contractor; (xiv) CSP shall have network-based Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) tools deployed in or around the cloud network infrastructure; (xv) centralized logging and monitoring of the CSP's infrastructure/environment; and (xvi) Purchaser shall utilize multi-factor authentication (MFA) to remotely access CSP's infrastructure/environment.

- c. If Contractor reasonably believes Purchaser has violated this Section 3, Contractor may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Purchaser and at Contractor's sole expense, conduct, or have a third party conduct on its behalf, an audit of Purchaser's facilities, security practices and procedures to the extent Contractor reasonably deems necessary, including an on-site inspection, to evaluate Purchaser's compliance with the data security requirements of this Section 3.

- 4. **CONFIDENTIALITY.** Purchaser acknowledges that materials and information disclosed by Contractor to Purchaser in connection with performance of the Purchase Order/Statement of Work, including Data and Information obtained from the Service are Contractor's confidential and proprietary data ("Contractor Confidential Information"). Purchaser will hold Contractor Confidential Information in strict confidence, and will restrict its use of Contractor Confidential Information to the purposes anticipated in this Purchase Order/Statement of Work in accordance with applicable law. If the law or legal process, such Public Records Request or requires Purchaser to disclose confidential and proprietary data, the Parties shall proceed in accordance with the terms in Section 17 of the Master Contract by substituting 'Purchaser' for 'Enterprise Services'.

Purchaser will not be obligated to hold confidential any information from Contractor which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Purchaser's knowledge, has no duty of confidentiality to Contractor, (c) was already known to Purchaser prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Purchaser without using any of the Disclosing Party's information. The rights and obligations of this Section 4, with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Purchaser Order/Statement of Work or the Master Contract for so long as such

confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Purchaser Order/Statement of Work or the Master Contract for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

5. **TERMINATION.** In accordance with the Master Contract, Contractor may terminate this Purchaser Order/Statement of Work, at any time upon thirty (30) days' prior written notice to Purchaser. Additionally, if Contractor believes that Purchaser has breached an obligation, in particularly one of confidentiality, data security, privacy, or the FCRA, under this Purchaser Order/Statement of Work, Contractor may, at its option and reserving all other rights and remedies, suspend or terminate this Purchase Order/Statement of Work immediately upon notice to Purchaser.
6. **WARRANTY.** In accordance with the Master Contract, Contractor warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to Contractor's performance thereof. Purchaser acknowledges that the ability of Contractor to provide accurate information is dependent upon receipt of accurate information from employers. Contractor does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN AND IN THE MASTER CONTRACT, CONTRACTOR MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF CONTRACTOR KNOWS OF SUCH PURPOSE.
7. **NOTICES.** Every notice required under the Purchase Order/Statement of Work may be (i) sent by electronic delivery to the applicable email address below; (ii) mailed first class postage prepaid or by other courier or delivery service to the applicable address below; or (iii) sent through other electronic means, including but not limited to, through Purchaser's online or integrated access to the Service. Every notice shall be effective upon the following as applicable: (i) day of email sent; (ii) delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service; or (iii) date of electronic notification through Purchaser's online or integrated access to the Service. Purchaser agrees that if it does not provide the notice information below, then Contractor may use the address listed above to provide notice to Purchaser. Either party may change its notice contact information upon notice to the other party.

	Purchaser (To be filled in by Purchaser)	Contractor
E-mail Address		evscontracts@equifax.com
Agency Name		Equifax Workforce Solutions LLC
Agency Street Address		11432 Lackland Road
Agency City, State, Zip Code		St. Louis, MO 63146
Attn: Agency Notice Contact	Attn:	Attn: President

8. **EXHIBIT RECEIPT.** Purchaser acknowledges receipt of Exhibit E-1, "Notice to Users of Consumer Reports Obligations of Users Under the FCRA"; and Purchaser represents that Purchaser has read "Notice to Users of Consumer Reports Obligations of Users Under the FCRA" which explains Purchaser's obligations under the FCRA as a user of consumer report information.

UNIVERSAL MEMBERSHIP ADDENDUM TO THE MASTER CONTRACT
Exhibit E-1

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)

- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated

by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.

This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681/	Section 629	15 U.S.C. 1681y

UNIVERSAL MEMBERSHIP ADDENDUM TO THE MASTER CONTRACT

Exhibit E-2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ (“Agency”), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services (“Contractor”), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”), and its other state law counterparts. In connection with Agency's continued use of Contractor services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Contractor.

Agency: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL

SUB-AGENCY 031. CONSUMER PROTECTION DIVISION

CHAPTER 012. Consumer Fraud--Fair Credit Reporting

RULE CF 112 FAIR CREDIT REPORTING

CVR 06-031-012, CF 112.03 (1999)

CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.