

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

ATTACHMENT 1

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

ATTACHMENT 1

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

ATTACHMENT 1

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>																					
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) CHOICEPOINT GOVERNMENT SERVICES LLC</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:40%;">E-MAIL ADDRESS</td> </tr> <tr> <td></td> <td>PUBLICSECTOR@CHOICEPOINT.COM</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">MAILING ADDRESS</td> <td style="width:50%;">BUSINESS ADDRESS</td> </tr> <tr> <td>1410 SPRING HILL RD SUITE 450</td> <td>SAME</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> <tr> <td>MCLEAN, VA 22102</td> <td></td> </tr> </table>			SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS		PUBLICSECTOR@CHOICEPOINT.COM	MAILING ADDRESS	BUSINESS ADDRESS	1410 SPRING HILL RD SUITE 450	SAME	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	MCLEAN, VA 22102								
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3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 58-11798708</p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services) ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15px; height: 15px;"></td> </tr> </table> (SSN required by authority of California Revenue and Tax Code Section 18646) </p>																					<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
4	<p><input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding:</p> <p style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>																					
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:65%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width:35%;">TITLE</td> </tr> <tr> <td>STEPHEN RUBLEY</td> <td>VICE PRESIDENT</td> </tr> <tr> <td>SIGNATURE </td> <td>DATE</td> </tr> <tr> <td></td> <td>6/20/2008</td> </tr> <tr> <td></td> <td>TELEPHONE</td> </tr> <tr> <td></td> <td>(703) 219 2500</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	STEPHEN RUBLEY	VICE PRESIDENT	SIGNATURE	DATE		6/20/2008		TELEPHONE		(703) 219 2500							
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SIGNATURE	DATE																					
	6/20/2008																					
	TELEPHONE																					
	(703) 219 2500																					
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>																					

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

PURPOSE

The Contractor agrees to Provide Electronic Library Services to interested California State, and any Local Governmental Agencies.

While the State of California makes this Master Service Agreement (MSA) available to Local Governmental Agencies, each Local Agency should make its own determination whether using it is consistent with procurement policies and regulations of the local government agency.

A Local Agency is any city, county special district or other governmental body empowered to spend public funds.

The term of this Master Service Agreement (MSA) is three (3) years, with two (2) optional one-year renewals.

CONTRACT ADMINISTRATOR

The contract administrator during the term of this agreement will be:

Steve Lower

707 Third Street, Second Floor

West Sacramento, CA 95605

Phone: 916/375-4539

Fax: 916/375-4663

E-mail: steve.lower@dgs.ca.gov

NOTICE OF NON-GUARANTEED OF ORDERS

The State makes no guarantee of orders through this Master Contract.

CONTRACTOR COLLECTION AND PAYMENT OF THE DGS MANAGEMENT FEE

The current DGS administrative fee is set at 2% of the specified percentage of invoiced sales. The said administrative fee shall be added to the contractor billing and recovered from the participants requesting use of this contract. The Contractor is required to pay to DGS the recovered administrative fee in the form of a check payable to: Department of General Services, Procurement Division, and (Multiple Award Program). The Contractors must pay the assessed administrative fee to the State of California commencing 45 days after contract start date, continual by the 15th day of each proceeding month. This service will be performed by Contractor at no additional charge to DGS or participants.

The checks should be mailed to:

State of California – DGS

Procurement Division 707 Third Street, Second Floor

P.O. Box 989054

West Sacramento, CA 95605

Attn: Steve Lower, Multiple Award Program

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

Contractor shall show said administrative fee as a separate line item on each Participant's monthly invoice report. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each Participating State or Local Government Agency. DGS represents that it may at its discretion make separate arrangements with any Participating Subdivision for recovery of a DGS administrative fee on a direct payment method from any said Participants.

REPORTING REQUIREMENTS

The Contractor(s) shall deliver an invoice report of each Participant(s), "Total Participant Monthly Balance" to the Department of General Services (DGS) - Procurement Division (PD), no later than fifteenth (15) working day of the month following the invoice closing date. Each line of the report should be representing a Std. 213 in services contracting or comparable local government document and the associated invoice(s). The following report information is requested:

- a. The Contractor shall render invoices in triplicate to the name and address contained in the Exhibit B of each Std. 213.
- b. The ordering procedures will be issued after contract award(s).
- c. The Contractor shall deliver to the DGS - PD, Multiple Award Program, no later than the fifteenth (15) working day of the month following the period for which the data is compiled, a management report summarizing information for each agency and each order within the reporting period. Reports are to be provided for monthly services unless otherwise indicated by the DGS - PD. **COPIES OF ANY/ALL ORDERS WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR SHALL BE PROVIDED TO THE STATE OF CALIFORNIA - DGS.**
- d. Contractor shall provide monthly reporting in an electronic file with tab delimited text accessible in Microsoft Word, Excel or Access.
- e. Contractor shall remit a monthly report to the Department of General Services for services performed under this contract. The monthly reports shall be submitted to DGS no later than the 15th Calendar day of the following month, and contain the following information:
 1. Date of each Agency transaction
 2. Customer name (department, agency, etc.)
 3. Customer address, telephone number
 4. Customer contact person (department, agency, etc.)
 5. Invoice number issued by the Contractor's firm
 6. Corresponding customer purchase order number
 7. DGS/Agency customer billing code
 8. Type of Service or Product
 9. Hourly rate
 10. Amount of the invoice
 11. Contractor payment for DGS Administrative fee total

The end of the report shall contain a cumulative summary section which recaps associated order and invoice numbers/amounts by agency.

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

CONTRACT RENEWAL

Contractor shall in writing request each one year optional contract extension to the DGS Contract Administrator ninety (90) days prior to the contract term date.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreements and Contractor shall not be obligated to perform any provision of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5 commencing with Section 927.

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC - 307) are incorporated as (Attachment 1)

CONTRACTOR CERTIFICATION CLAUSES

Contractor Certification Clauses (CCC – 307) is signed and completed as (Attachment 2)

STANDARD 204, PAYEE DATA RECORD

Contractor Payee Data Record (STD 204) is signed and completed as (Attachment 3).

SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with (Agency Name, Director or Designee Title) within ten (10) days of discovery of the problem.

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

- a. Except where the State has specifically retained the right in this Agreement to make the final decision on a matter which Contractor must accept as final, any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contractor shall continue with the responsibilities under this Agreement during any dispute.

PRODUCT PRICES

Prices quoted shall be a firm fixed price for three (3) years.

CANCELLATION/TERMINATION

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- a. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.

- b. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

- c. Notwithstanding any other provision of this contract or of law, if at any time during the operation of this contract the Federal Government adopts or promulgates a policy, law or regulation prohibiting States from entering into the contractual arrangement described in this contract, this contract shall immediately become void and of no further effect, and any sums otherwise due to Contractor under the terms of this contract or by any other remedy of law for services performed under this contract shall be forfeited.

- d. If this contract is terminated by the State or the contractor, the Contractor shall be entitled to receive the agreed-upon fee under this contract for the duration of each approved Task Schedule for new federal revenues directly attributable to services of the Contractor that have been completed by the Contractor prior to termination.

**ELECTRONIC LIBRARY SERVICES
SPECIAL PROVISIONS**

Attachment 4

SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Government Services LLC and its affiliates and subsidiaries ("CPGS"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** CPGS provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPGS the applicable rates and charges set forth herein.
2. **PERFORMANCE.** CPGS will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS AND CREDIT REPORT.** Subscriber acknowledges and understands that CPGS will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with CPGS internal credentialing procedures. Subscriber shall notify CPGS immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, CPGS may terminate this Agreement. Subscriber is required to promptly notify CPGS of a change in ownership of Subscriber's company, any change in the name of Subscriber's company, and/or any change in the physical address of Subscriber's company. Furthermore, Subscriber acknowledges and agrees that as part of the credentialing process, Subscriber's credit report(s) may be requested by CPGS in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit-reporting agency that furnished the report to CPGS.
4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPGS the applicable charge as set forth in the MSA. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code.
5. **OWNERSHIP.** Subscriber acknowledges that CPGS and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPGS of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall keep confidential and not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested and as required by compliance with the Public Records Act. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that CPGS is providing data to support Subscriber's own processes and decisions, and Subscriber's customer should not be denied any service or access based solely on data or results provided by CPGS. Subscriber is responsible for any denial of services or access to its customer and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPGS Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPGS data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPGS.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPGS data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable, and will certify its permissible purpose to CPGS.

10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records (“MVR Data”) from CPGS, without in any way limiting Subscriber’s obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
1. Subscriber shall not use any CPGS-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by CPGS, Subscriber shall complete any state forms that CPGS is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. CPGS (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber’s use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
11. **SUBSCRIBER USE LIMITATIONS - AMERICAN BOARD OF MEDICAL SPECIALTIES (“ABMS”) DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians’ prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.
12. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of CPGS’s Services through any methods, including unauthorized access through or to Subscriber’s user identification numbers or passwords (“Account ID’s”). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver’s license numbers or dates of birth. Subscriber agrees that CPGS may temporarily suspend Subscriber’s access for up to ten (10) business days pending an investigation of Subscriber’s use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, CPGS may immediately terminate this Agreement without notice or liability of any kind.
13. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID’s by its employees and third parties, and shall identify a security administrator to coordinate with CPGS. Subscriber shall manage all Account ID’s, and notify CPGS promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of CPGS with respect to account maintenance as same may be communicated to Subscriber from time to time.
14. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that CPGS data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to CPGS. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver’s license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a “Security Event”), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event and Subscriber remains responsible for the acts and omissions to act of its agents and employees. .
15. **CHANGES IN USE OR ACCESS.** CPGS may, at any time, impose restrictions and/or prohibitions on the Subscriber’s use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPGS policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by CPGS of such restrictions, Subscriber agrees to comply with such restrictions. CPGS will use best efforts to provide Subscriber as much advance notice of such restrictions and/or prohibitions as is possible. Any changes in use or access shall be reduced to a contract amendment.
16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the Parties further agree as follows: CPGS has adopted the “ChoicePoint Privacy Principles” (“Principles”) recognizing the importance of appropriate privacy protections for consumer data and Subscriber agrees that Subscriber (including its directors, officers, employees or agents) will comply with the Principles or

Subscriber's own comparable privacy principles, policies, or practices. CPGS's Privacy Principles are available at www.privacyatchoicepoint.com. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from CPGS, to protect the personal information from unauthorized access, destruction, use, modification or disclosure. Subscriber will test and monitor the effectiveness of such procedures and practices, and Subscriber will identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the information it receives from the Services, as a part of Subscriber's own privacy policies and practices.

17. **AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPGS policies, CPGS will conduct periodic audits of Subscriber activity and may contact Subscriber to provide documentation of executed searches. Also, certain Third Party vendors, such as departments of motor vehicles and credit bureaus, may audit Subscriber directly or through CPGS. CPGS will also investigate all legitimate reports of abuse or misuse of CPGS Services by Subscribers, and Subscriber agrees to cooperate fully with any and all audits and/or investigations. Violations discovered in any review by CPGS will be subject to immediate action including, but not limited to, termination of the account.
18. **TERM OF CONTRACT.** This Agreement may be terminated by providing thirty (30) days written notice from either party except for Sections 4, 12, 14, 17, 19 and 20 which survive any such termination.
19. **LIABILITY/WARRANTY.** NEITHER CPGS NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPGS'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPGS NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPGS OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPGS'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPGS AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER. CPGS AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPGS AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPGS OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.
20. **INDEMNIFICATION.** INTENTIONALLY LEFT BLANK
21. **ASSIGNMENT.** This Contract shall not be assignable by the contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
22. **PUBLICITY.** Subscriber will not name CPGS or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding CPGS or Subscriber's use of the Services.
23. **AGREEMENT ENTIRETY.** This Agreement, along with the MSA, as amended, sets forth the entire understanding and agreement between CPGS and Subscriber regarding the subject matter herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPGS shall make from time to time by notice to Subscriber via written amendments to the MSA or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of California.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

Signature: _____

Printed Name:

Title:

Date:

If I have elected to be credit card billed, I hereby authorize CPGS to bill this credit card for the charges incurred for use of CPGS service. Additionally, I hereby agree that if the credit card company refuses to pay CPGS for such charges incurred, the applicant shall be responsible for the payment of such charges. *****Note, if credit card billing elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: _____

Printed Name:

Title:

Date:

**AGREEMENT FOR SERVICE
EMPLOYMENT BACKGROUND SERVICES - GOVERNMENT**

This Agreement (the “Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”) by and between ChoicePoint Government Services LLC, its applicable subsidiaries and affiliated companies, with its headquarters located at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“ChoicePoint”) and _____, with its headquarters located at _____ (“Customer”). Affiliate shall mean any business entity that controls, is controlled by or is under common control with a party.

WHEREAS, Customer plans to order from ChoicePoint, certain services for employment purposes, which include Consumer Reports and Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively, “Background Reports”);

WHEREAS, ChoicePoint desires to sell such Background Reports to Customer.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, ChoicePoint and Customer hereby agree as follows:

1. In providing Background Reports, ChoicePoint agrees to do the following:
 - (a) Comply with all laws applicable to the making of Background Reports for employment purposes including the FCRA.
 - (b) Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 2(d) below, and reinvestigate if requested by the Customer without further charge if the information was incorrect.
 - (c) Disclose, upon request from the consumer who is the subject of the Background Report (the “Consumer”), the information reported, reinvestigate any information disputed by the Consumer at no charge to the Customer and take any necessary corrective action with the Consumer and the Customer.
 - (d) ChoicePoint’s indemnification obligations under this Agreement shall be limited in the aggregate to One Hundred Thousand Dollars (\$100,000.00).

2. Customer agrees to do the following:
 - (a) Keep all Background Reports, whether oral or written, strictly confidential and, restrict the use of the information in the Background Reports by Customer and its authorized personnel to employment purposes. No information from Background Reports will be given or resold to any other “person” or “user”. Subject to Section 3 (b), if the Consumer, or his or her representative, requests Background Report information, that person may be referred to ChoicePoint for disclosure under the FCRA or other applicable laws.
 - (b) Customer shall be responsible for all charges incurred, including applicable fees as well as charges resulting from Customer’s errors in inputting data, duplicate requests and errors in transmission. Invoices are due and payable per California Government Code Section 927. Customer will comply with Government Code section 927 in the review of all invoices furnished and shall notify ChoicePoint of any discrepancies per section 927.3. The fees for Background Reports exclude out of pocket expenses such as registry fees, school transcripts, court fees, state fees, and 900# fees to verify employment or education and fees for the Services exclude any applicable taxes. ChoicePoint will charge an account set-up fee of \$175.00 and a \$3.00 fee per applicant for requests submitted manually, i.e. by facsimile or mail or as otherwise set forth in the MSA. ChoicePoint reserves the right to revisit any Background Report fee if (i) regulatory changes result in an increase of the charges for services; or (ii) ChoicePoint’s average disbursement fees/out of pocket expenses should increase by more than ten percent (10%).
 - (c) Recognizing that information in Background Reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged ChoicePoint cannot be either an insurer or a guarantor of the accuracy of the information reported; Customer releases ChoicePoint and its Affiliates and the officers, agents, employees, and independent contractors of ChoicePoint and its Affiliates from liability for any negligence of third party furnishers of information in connection with erroneous information provided by such third parties.
 - (d) In the event Customer is governed by a state “Sunshine Law”, or other law, ordinance or requirement which would consider or treat ChoicePoint’s Background Reports as public record information, the following shall apply: Customer agrees that although disclosure of public record information is generally required under the state Sunshine Law, Customer will be prohibited under this Agreement from disclosing the contents of Background Reports delivered hereunder pursuant to the FCRA, Section 1681t. This Section states that to the extent that state law conflicts with any provision of the terms of the FCRA, the terms of the FCRA shall take precedence. Customer further agrees that it will notify ChoicePoint in the event that disclosure of any information contained in a ChoicePoint Background Report is requested and refrain from requesting any

further Background Reports until ChoicePoint has reviewed the situation and has authorized Customer, in writing, to resume its request for information.

- (e) Customer shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a consumer report on a Vermont resident.
- (f) If Customer purchases motor vehicle records (“MVRs”) from ChoicePoint, Customer agrees to the following:
 - (i) Comply with the federal Driver’s Privacy Protection Act and similar state statutes.
 - (ii) Customer shall not retain or store any ChoicePoint provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Customer may keep a copy of a Consumer’s MVR in the Consumer’s personnel/volunteer file.
 - (iii) As requested by ChoicePoint, Customer shall complete any state forms that ChoicePoint is legally or contractually bound to obtain from Customer before serving Customer with state MVRs.
 - (iv) With regard to ChoicePoint provided MVRs originating from the states of Pennsylvania, Washington, and West Virginia, Customer shall not disseminate or publish personal information contained in such MVRs via the Internet.
 - (v) Customer shall not publish Virginia MVRs or any information derived from Virginia MVRs via e-mail. However, Customer may disseminate Virginia MVRs via the Internet through use of a secure Internet connection.
 - (vi) If Customer orders an MVR from the state of Alaska for any purpose, Customer shall obtain the written authorization of the Consumer before ordering such MVR.
 - (vii) Prior to requesting any MVR from the State of Washington, Customer agrees (i) to obtain from the Consumer a written statement authorizing the release of the MVR and (ii) execute an attestation that the information in the MVR is necessary to determine whether the individual should be employed to operate a school bus or commercial vehicle upon public highways. ChoicePoint will provide a copy of the required release and attestation to the Customer. Customer agrees to retain each release and attestation for a period of not less than two (2) years.
 - (viii) If Customer orders an MVR from the State of Virginia, Customer must retain the Consumer’s authorization for at least five (5) years after the date the MVR was requested.
 - (ix) With regard to MVR data originating from the state of West Virginia, Customer shall indemnify the state of West Virginia from any wrongful use of the MVR data.
 - (x) If Customer orders an MVR from the territory of Puerto Rico for any purpose, Customer shall obtain the written authorization of the Consumer before ordering such MVR.
 - (xi) Prior to requesting an MVR on a Consumer that is under the age of eighteen (18) from the State of Hawaii, Customer agrees to execute the Juvenile Information Release Form.
 - (xii) If Customer orders an MVR from the State of Kentucky or Utah, Customer shall obtain the written notarized authorization of the Consumer before ordering such MVR. Customer acknowledges and agrees such consent will not predate the request for an MVR by more than ninety (90) days if it is for a Utah MVR.
- (g) With respect to personally identifiable information regarding consumers, the Parties further agree as follows: ChoicePoint has adopted the "ChoicePoint Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. ChoicePoint's Privacy Principles are available at www.privacyatchoicepoint.com.
- (h) Customer acknowledges that ChoicePoint has provided the “Notice to Users of Consumer Reports”, attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.
- (i) Notify ChoicePoint if Customer changes its address or name.

3. Customer certifies that:

- (a) It shall order Consumer Reports for employment purposes only. In compliance with the FCRA, prior to ordering a report, Customer shall make a clear and conspicuous disclosure in writing to the Consumer in a document that consists solely of the disclosure that a Consumer Report may be procured for employment purposes. If the Consumer is a resident of the State of California, the disclosure shall also include the name, address and telephone number of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Code. Further, the Customer shall have the consumer authorize in writing the procurement of all Consumer Reports and shall retain the authorization for a period of five (5) years. Customer shall not use information contained in a Consumer Report in violation of any applicable federal or state equal employment opportunity law or regulation. The federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or

both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

- (b) If Customer chooses to take any adverse action based in whole or in part on the Consumer Report, before taking such adverse action, Customer shall provide the Consumer with a copy of the Consumer Report; and, a description in writing of the rights of consumers under the FCRA, as prescribed by the Federal Trade Commission under 15 U.S.C. §1681g(c)(1).
- (c) With regard to Investigative Consumer Reports, as defined in 15 U.S.C. §1681a(e), it will clearly and accurately disclose to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made. The disclosure will be made in writing and mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested and will include a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. Upon receipt of such request, Customer shall disclose in a writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Customer first requested the report, whichever is the later. Customer shall also comply with the adverse action requirements, in subsection b, if applicable

4. Customer Security Obligations

Customer agrees to do the following in order to preserve the security of the Services being provided pursuant to this Agreement:

- (a) **Misuse of Services or Information.** Customer agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of ChoicePoint's Services through any methods, including unauthorized access through or to Customer's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Customer agrees that ChoicePoint may temporarily suspend Customer's access for up to ten (10) business days pending an investigation of Customer's use or access. Customer agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, ChoicePoint may immediately terminate this Agreement without notice or liability of any kind.
- (b) **Customer Account Maintenance.** Customer is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with ChoicePoint. Customer shall manage all Account ID's, and notify ChoicePoint promptly if any Account ID becomes inactive or invalid. Customer shall follow the policies and procedures of ChoicePoint with respect to account maintenance as same may be communicated to Customer from time to time.
- (c) **Security Event.** In the event that Customer learns or has reason to believe that ChoicePoint data has been disclosed or accessed by an unauthorized party, Customer will immediately give notice of such event to ChoicePoint. Furthermore, in the event that Customer has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Customer acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Customer shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

5. Miscellaneous

- (a) This Agreement shall be effective as of the Effective Date once it is executed on behalf of Customer by an authorized representative of Customer and shall continue in effect for a period of three (3) years. This Agreement will automatically renew for additional one year periods unless either party gives written notice of termination to the other party at least ninety (90) days prior to the beginning of a renewal period.

- (b) Each party (and its employees) is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind the other party in any manner.
- (c) ChoicePoint shall have the right to conduct periodic audits of Customer’s compliance with this Agreement and applicable law. In addition, certain third party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Customer either directly or through ChoicePoint. The scope and frequency of any audit shall be at the reasonable discretion of ChoicePoint but will be subject to requirements imposed by third party vendors. ChoicePoint will provide reasonable notice prior to conducting any audit provided that ChoicePoint has received reasonable notice from any third party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by ChoicePoint, including, but not limited to, immediate termination of this Agreement.
- (d) ChoicePoint shall have the right to reveal the existence of this Agreement and the terms or conditions thereof in any ChoicePoint publication, advertising, publicity release or sales presentation regardless of the medium.
- (e) California and federal law will govern this Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- (f) The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters beyond such party’s reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- (g) This Contract shall not be assignable by the contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- (h) The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty. Any such waivers must be provided in a written, executed document.
- (i) No changes or alterations may be made to this Agreement unless in writing signed by duly authorized representatives of each party to this Agreement.
- (j) By signing this Agreement, Customer agrees that ChoicePoint can communicate with Customer via facsimile and electronic mail.

I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this Agreement on behalf of the company listed above.

IN WITNESS WHEREOF, the authorized representative of Customer has duly executed this Agreement.

Customer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

All users subject to the Federal Trade Commission’s jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission’s Web site, www.ftc.gov/credit. Persons not subject to the Commission’s jurisdiction should consult with their regulators to find any relevant regulations.

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 Federal Trade Commission’s Website at www.ftc.gov/credit. 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 Commission’s Web site. **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 Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

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 Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

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 to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

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 pre-established 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, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC’s regulations will be at www.ftc.gov/credit.

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..

User agrees that ChoicePoint can communicate with User via facsimile and electronic mail.

The FTC’s Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of 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 603 15 U.S.C. 1681a	Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c	Section 605A 15 U.S.C. 1681Ca	Section 605B 15 U.S.C. 1681Cb
Section 606 15 U.S.C. 1681d	Section 607 15 U.S.C. 1681e	Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g	Section 610 15 U.S.C. 1681h	Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j	Section 613 15 U.S.C. 1681k	Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m	Section 616 15 U.S.C. 1681n	Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p	Section 619 15 U.S.C. 1681q	Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s	Section 622 15 U.S.C. 1681s-1	Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t	Section 625 15 U.S.C. 1681u	Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w	Section 628 15 U.S.C. 1681x	Section 629 15 U.S.C. 1681y

