State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH WORKFORCEQA, LLC

This State of Oklahoma Statewide Contract #1055 - Background Check Services ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and WorkforceQA, LLC ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of Background Check and Verification Services to all Oklahoma state agencies and interlocal entities, as more particularly described in certain Contract Documents. Supplier submitted a best and final offer. This Contract memorializes the agreement of the parties with respect to the negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

    2.1. Solicitation, Attachment A;
    2.2. State of Oklahoma Lockdown General Terms, Attachment A-1
    2.3. General Terms, Attachment B;
    2.4. Statewide Contract Terms, Attachment C;
    2.5. Information Technology Terms, Attachment D;
    2.6. Requirements Matrix, Attachment E-1;
    2.7. WorkforceQA BAFO, Attachment E-2; and
    2.8. Background Screening Terms & Conditions, Attachment E-3.

3. The parties additionally agree:

    3.1. revision to the Bid submitted as a best and final offer is attached hereto as Attachment E-2 and;

3.2. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

Signatures

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Contract and to bind their respective party thereto.

STATE OF OKLAHOMA by and through the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES:	**WORKFORCEQA, LLC**
By: Dan Cronin Dan Cronin (Feb 9, 2025 19:05 CST)	By: Michael J. Watts Michael J. Watts (Feb 7, 2025 14:34 MST)
Name: Dan Cronin	Name: Michael Watts
Title: Chief Information Officer	Title: COO
Date: Feb 9, 2025	Date: Feb 7, 2025

ATTACHMENT A

Background Check and Verification Services

Solicitation No. EV00000480

Statewide Contract No. SW1055

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services. The Purchasing Entity will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed. If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work. If any of the products or services are coming to an end-of-life, please provide an end date.

Purpose

The Oklahoma Office of Management and Enterprise Services (OMES) Central Purchasing Division is seeking responses from potential Suppliers to provide a contract for the purchase to provide Background Check and Verification Services to all Oklahoma state agencies and interlocal entities. The Contract is awarded as a Non-Mandatory Statewide contract.

Scope

OMES wishes to contract for various types of background screening and verification services to ensure Oklahoma remains in compliance with various state and federal requirements.

1. Contract Term and Renewal Options

1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

1.2. Statewide Contracts are moving to an annual auto-renewal format, instead of manual renewals. No annual renewal notices will be supplied by the State. This does not change any substantive terms and conditions of the executed Contract or any previously executed Amendments. Should either party decline to renew the Contract, a

written termination notice shall be sent at least 30 days prior to the end of the Contract term.

2. Contract Specifications

2.1. Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

3. Solicitation Criterion

3.1. The Bid will be evaluated using a best value criterion, based on the following:

i. Technical response (Exhibit#1)
ii. Cost (Exhibit#2)

ATTACHMENT A-1

STATE OF OKLAHOMA LOCKDOWN GENERAL TERMS

This State of Oklahoma Lockdown General Terms ("Lockdown General Terms") is a Contract in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma. The terms contained in this document are not negotiable.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.

2.2 Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

3.1 The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a customer other than OMES in connection with an Acquisition.

3.3 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.

3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

3.5 To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

4.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

4.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

4.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery, and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

4.4 Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

4.5 Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.
The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 30 days but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

6.1 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

8.1 The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of

the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

11.1 In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

10 Termination for Funding Insufficiency

10.1 Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

10.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

10.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

11.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

11.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

11.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

13 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.
In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:
State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

15 Miscellaneous

15.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim,

dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

15.3 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

15.4 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

15.5 Severability

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.6 Section Headings

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

15.10 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Contract Order of Priority

1.1 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

A. any Amendment;

B. The terms contained in this Contract document. any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

C. any applicable Solicitation;

D. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law;

E. any statement of work, work order, or other mutually agreed Contract documents.

1.2 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties

agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

2.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.

2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.

2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.

2.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.

2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity

2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

2.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

2.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

2.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

2.14 **OAC** means the Oklahoma Administrative Code.

2.15 **OMES** means the Office of Management and Enterprise Services.

2.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

2.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

2.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

2.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

2.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

2.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML

code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

3.1 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

3.2 Supplier shall have no right of setoff.

3.3 Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

4.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any

purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

4.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

4.3 Supplier shall deliver products and services on or before the required date specified in a Contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education

and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

4.4 Product warranty and return policies and terms provided under any Contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

5.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $2,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $2,000,000 combined single limit each accident;

D. If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

E. Additional coverage required in writing in connection with a particular Acquisition.

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

5.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

6 Compliance with Applicable Laws

6.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

6.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at http://www.dhs.gov/E-Verify.

Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

6.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

6.4 In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

6.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

6.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

6.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

6.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

6.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

6.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated

support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

7.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

7.2 Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

7.3 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

7.4 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

8 Confidentiality

8.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies

and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

8.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

8.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

8.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access,

acquisition, disclosure or other dissemination of State or citizen data and records.

8.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

8.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

9 Assignment and Permitted Subcontractors

9.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

9.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers

prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

9.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

9.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

9.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Suppler agree to provide the State with a description of the background check process to include any vendor's used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the back ground check. Supplier's access to facilities, data and information may be withheld prior to completion of background

verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide verification of results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the

right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

12.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

12.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier

and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended and where applicable the Attorney General of Oklahoma, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

12.4 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

13 Termination for Cause

13.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of

material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

13.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

13.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

13.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach

conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

14 Termination for Convenience

14.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

14.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

15.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

15.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

16 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

17 Force Majeure

17.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

17.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be

inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

19.3 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's certifications, including any completed electronically, are incorporated by reference into the Contract.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Amendments

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Amendment to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Amendment to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

4. No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

5. Contract Management Fee and Usage Report

5.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Amendment.

5.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

5.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;
b. April 01 through June 30;
c. July 01 through September 30; and
d. October 01 through December 31.
e. Reports must include the following information:
f. Procuring entity;
g. Order date;
h. Purchase Order number or note that the transaction was paid by Purchase Card;
i. City in which products or services were received or specific office or subdivision title;
j. Product manufacturer or type of service;
k. Manufacturer item number, if applicable;
l. Product description;
m. General product category, if applicable;
n. Quantity;
o. Unit list price or MSRP, as applicable;
p. Unit price charged to the purchasing entity; and
q. Other Contract usage information requested by the State.

5.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

Office of Management and Enterprise Services
P.O. Box 248984
Oklahoma City, Oklahoma 73124-8984

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms ("Information Technology Terms"), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act ("The Act" or "Act"), OMES- Information Services ("OMES-IS") is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 DEFINITIONS

1.1 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier. Customer Data includes both Non-Public Data and Personal Data.

1.2 **Data Breach** means the unauthorized access or the reasonable suspicion of unauthorized access, by an unauthorized person that results in the use, destruction, loss, alteration, disclosure, or theft of Customer Data.

1.3 **Host** includes the terms Hosted or Hosting and means the accessing, processing or storing of Customer Data.

1.4 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.5 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

1.6 **Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number,

account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

1.7 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, loss, theft, or destruction of information or interference with the Hosted environment used to perform the services.

1.8 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State. A Supplier with whom the State enters into an awarded Contract shall also be known as a Contractor.

1.9 **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

1.10 **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

2 TERMINATION OF MAINTENANCE AND SUPPORT SERVICES

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

2.1 Customer removes the product for which the services are provided, from productive use; or,

2.2 The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

2.3 If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 COMPLIANCE AND ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

3.1 State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the sole and exclusive property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 OFFSHORE SERVICES

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 COMPLIANCE WITH TECHNOLOGY POLICIES

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT

Standards, policies, procedures and architectures as set forth at https://oklahoma.gov/omes/services/information-services.html or as otherwise provided by the State.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

7 EMERGING TECHNOLOGIES

The State reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 EXTENSION RIGHT

In addition to extension rights of the State set forth in the Contract, the State Chief Information Officer reserves the right to extend any Contract at his or her sole option if the State Chief Information Officer determine such extension to be in the best interest of the State.

9 SOURCE CODE ESCROW

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third-party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;

9.2 An assignment by the Supplier for the benefit of its creditors;

9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

9.7 Supplier's ceasing of maintenance and support of the software; or

9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 COMMERCIAL OFF THE SHELF SOFTWARE OR SUPPLIER TERMS

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement, including via a hyperlink or uniform resource locator address to a site on the internet, that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail. Further, no such terms and conditions or clauses shall expand the State's or Customer's liability or reduce the rights of Customer or the State.

11 OWNERSHIP RIGHTS

Any software developed, modified, or customized by the Supplier in accordance with a mutually negotiated statement of work pursuant to this Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. The parties mutually agree the State as a licensee of the Supplier does not make a claim of ownership to the existing Intellectual Property of Supplier. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State when made in accordance with a mutually negotiated statement of work pursuant to this Contract. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 INTELLECTUAL PROPERTY OWNERSHIP TO WORK PRODUCT

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As to the Intellectual Property Rights to Work Product between Supplier and Customer, Customer shall be the exclusive owner and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is effectively transferred, granted, conveyed, assigned, and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.

12.4 All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

12.5 These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

12.6 Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.

12.7 Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

12.8 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non- exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work

Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 HOSTING SERVICES

A Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier Hosting Customer Data or providing products or services pursuant to an Acquisition, contributes to, or directly causes a Data Breach or a Security Incident. Likewise, Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier's affiliate or subcontractor contributes to, or directly causes a Data Breach or a Security Incident.

14 CHANGE MANAGEMENT

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon

renewal or if future bids submitted by Supplier are evaluated by the State.

15 SERVICE LEVEL DEFICIENCY

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 OWNERSHIP OF IT AND TELECOMMUNICATION ASSETS

Notwithstanding any other provision in the Contract and pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, all information technology and telecommunication assets and contracts on behalf of appropriated agencies of the State belong to OMES-IS. OMES-IS allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier.

17 CUSTOMER DATA

17.1 The parties agree to the following provisions in connection with any Customer Data accessed, processed transmitted, or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract.

17.2 Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of rights, title, and interest in Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

17.3 Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

17.4 Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at

the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

18 DATA SECURITY

18.1 Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

18.2 All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data. All Personal Data and Non-Public Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in a Statement of Work and will identify specific roles and responsibilities.

18.3 Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

18.4 At no time shall any Customer Data or processes – that either belong to or are intended for the use of the State - be copied, disclosed, or retained by Supplier or any party related to Supplier for subsequent use in any transaction that does not include the State unless otherwise agreed to by the State.

18.5 Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

18.6 Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

18.7 Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

18.8 Any remedies provided are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

19 SECURITY ASSESSMENT

19.1 The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

19.2 Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

20 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

20.1 Supplier shall inform Customer of any Security Incident or Data Breach.

20.2 Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

20.3 Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice

period required by applicable law or regulation (i.e., HIPAA requires notice to be provided within 24 hours).

20.4 Supplier shall maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

20.5 If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

21 DATA BREACH NOTIFICATION AND RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

21.1 Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

21.2 Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

21.3 If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

22 SUPPLIER REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants the following:

22.1 The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

22.2 Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect

its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

22.3 The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.

22.4 Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

23 INDEMNITY

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third-party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section, but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

24 TERMINATION, EXPIRATION AND SUSPENSION OF SERVICE

24.1 During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

24.2 In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

24.3 Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

24.4 The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

24.5 Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

25 GENERAL INFORMATION SECURITY REQUIREMENTS

25.1 No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.

25.2 Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.

25.3 Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.

25.4 Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf

26 HIPAA REQUIREMENTS

26.1 Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

26.2 If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

26.3 Business Associate Terms Definitions:

a. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

b. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

c. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.

d. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.

e. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of

Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

26.4 Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:

a. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;

b. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

c. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;

d. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;

e. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);

f. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;

g. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

h. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;

i. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

j. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without

unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;

k. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;

l. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

m. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;

n. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;

o. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and

p. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

26.5 Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

a. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

b. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

c. disclose PHI to report violations of law to appropriate federal and state authorities; or

d. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

e. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

f. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § 164.514(d)(1)].

26.6 Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

c. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.

d. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

e. Covered Entity shall provide the minimum necessary PHI to Business Associate.

26.7 Term and Termination:

a. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:

i. retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

iv. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and

v. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

b. All other applicable obligations of Business Associate under this Agreement shall survive termination.

c. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such

time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).

26.8 Miscellaneous Provisions:

a. No Third-Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

b. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

c. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.

d. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.

e. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

f. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

g. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

27 42 C.F.R. PART 2 RELATED PROVISIONS

27.1 Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure

compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:

27.2 Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;

27.3 Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind;

27.4 Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

27.5 Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

27.6 Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

27.7 Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;

27.8 Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;

27.9 Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the

State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

27.10 Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

28 DATA SECURITY

The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.

28.1 Data Destruction. Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.

28.2 Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.

28.3 Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

29 FEDERAL TAX INFORMATION REQUIREMENTS IRS PUBLICATION 1075

29.1 PERFORMANCE: If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

29.2 All work will be performed under the supervision of the State of Oklahoma.

29.3 The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

29.4 FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

29.5 FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

29.6 The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

29.7 Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

29.8 All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

29.9 No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

29.10 Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

29.11 To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

29.12 In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

29.13 For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

29.14 The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

30 CRIMINAL/CIVIL SANCTIONS

30.1 Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

30.2 Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

30.3 Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

30.4 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

30.5 Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or

electronic signature, a confidentiality statement certifying their understanding of the security requirements.

31 INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

32 SSA REQUIREMENTS

32.1 PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:

32.2 All work will be done under the supervision of the State of Oklahoma.

32.3 Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

32.4 All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

32.5 No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.

32.6 The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.

32.7 Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.

32.8 Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.

32.9 Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.

32.10 The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.

32.11 Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.

32.12 SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.

32.13 SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

32.14 If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

32.15 In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.

32.16 The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.

33 CRIMINAL/CIVIL SANCTIONS

The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.

33.1 Civil Remedies

a. In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of

b. actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of $1,000; and

c. the costs of the action together with reasonable attorney fees as determined by the court.

d. An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

33.2 Criminal Penalties

a. Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(1).

b. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(2).

c. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(3).

34 CHILD SUPPORT FPLS REQUIREMENTS

34.1 Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

34.2 This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.

34.3 This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

35 FERPA REQUIREMENTS

35.1 If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

36 CJIS REQUIREMENTS

36.1 INTRODUCTION - This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

36.2 The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

36.3 CJIS SECURITY POLICY REQUIREMENTS GENERALLY - The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix "A" to said Security Policy, "access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI."

36.4 DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION- The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

36.5 This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data

transmitted over the Oklahoma Law Enforcement Telecommunications System ("OLETS") which is operated by DPS.

36.6 In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

a. the Definitions and Acronyms in §3 & Appendices "A" & "B";

b. the general policies in §4;

c. the Policies in §5;

d. the appropriate forms in Appendices "D", "E", "F" & "H"; and

e. the Supplemental Guidance in Appendices "J".

36.7 This FBI Security Policy is located and may be downloaded at:

a. https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-centerhttps://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center.

b. By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

37 NOTICES

37.1 In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
OMES Deputy General Counsel
3115 North Lincoln Blvd
Oklahoma City, Oklahoma 73105

Oklahoma SW1055 Background Screening and Verification Services -**EV00000480**

Exhibit # 1 Requirements

Overview

The State of Oklahoma Office Management and Enterprise Services (OMES) is seeking bid response for a Statewide Contract for services related to Background Screens and Verifications (BSVS) for pre-employment and volunteer background checks. This is a non-mandatory statewide contract.
The intent is to reduce current expenses with price protected offers while optimizing scalable technology services to Oklahoma State Entities and Interlocal Entities.
Customers will directly negotiate with Suppliers that are awarded contracts resulting from this Solicitation for the products and services that best suit their business needs.
Please provide a point-by-point acknowledgement and response to the following requirements:

	Screening Services	Bidder Response
a.ii	Contractor must agree to discuss each case with the procuring entity and provide a cost estimate as requested. Using agency may put a dollar limit on the case, e.g., limit the payment to no more than one alias.	WorkforceQA agrees to discuss each background screening case with the procuring entity to ensure clarity and alignment on the requirements. We are committed to providing detailed cost estimates for each case as requested. Additionally, we acknowledge and will adhere to any dollar limits imposed by the using
a.ii	Describe your procedure for background checks for individuals with multiple alias.	WorkforceQA's Procedure for Background Checks for Individuals with Multiple Aliases: 1. Initial Identification- During the initial data collection phase, WorkforceQA gathers all known aliases of
a.iii	Describe your procedure for rush background screening services.	WorkforceQA's Rush Background Screening Services Procedure: •Priority Designation- Once a rush background screening request is received via email or phone, it is immediately designated as a high-priority case. This triggers our expedited processing protocol to help
a.iv	Describe your procedure if the results of a search or contact are unsuccessful. Provide information about charges if these results are returned.	WFQA's Procedure for Unsuccessful Search Results or Contacts:Our standard verification process is to make five (5) attempts over five (5) days for verifications and reference checks. We do not charge for each attempt made. We document all attempts made and make the attempt log visible on the report to show a
a.v	Describe the recourse when a contractor provides bad or misinformation.	WorkforceQA ensures a robust and proactive approach to managing and rectifying instances of bad or misinformation, maintaining the highest standards of accuracy and client trust. Upon identification of bad or misinformation provided by a contractor, WorkforceQA immediately flags the issue and documents the
a.vi	Describe the process Human Resource Departments will need to follow to receive BSVS reports when the client supplies the data directly to the supplier.	Process for Human Resource Departments to Receive BSVS Reports: Data Submission- The client (Human Resource Department) submits the required data directly to WorkforceQA through TRAQ, our secure and encrypted channel. This ensures the confidentiality and
a.vii	State sources of information being searched. Describe each service you provide and how you go about obtaining that information, in as much detail as possible, per the following BSVS list.	**DESCRIPTION OF SERVICES** Our currently offered background screening services, along with our sources, scope, and search methodology, are described below. If you need any service that is not listed, please contact us.
a.viii	Provide information on any integrations that are available with your services. Workday HCM for example.	Integration Capabilities: WorkforceQA offers seamless integration with various leading Applicant Tracking Systems, such as Taleo, iCIMS, and Workday HCM. These integrations help automate the background check process, reducing manual data entry and improving efficiency. The ATS integration allows for the
a.ix	State the average turnaround time to complete out of the state BSVS.	The average turnaround time for completing out-of-state BSVS varies depending on several factors, including the specific services requested, the responsiveness of the entities being contacted, and the complexity of the case. However, WorkforceQA is committed to providing efficient and timely services.
	Background Screening and Verification Services List:	
	Multi-Jurisdictional (local, national, international) Criminal History Record Checks	
b.i.(1)	BSVS will include conviction records and can include criminal charges that have not resulted in conviction.	WorkforceQA's Background Screening and Verification Services (BSVS) are designed to provide comprehensive and accurate information to support informed decision-making. By including both conviction records and, where applicable, criminal charges that are pending,
b.i.(2)	State whether or not local, national, US Federal Court, and international checks will be separate or reported together. If together, state whether or not there will be a price differential to separate out each check.	WorkforceQA offers the option to bundle local, national, US Federal Court, and international checks into a single comprehensive report. This combined report provides a holistic view of an individual's background, consolidating all relevant information for ease of review and decision-making.
b.i.(3)	Describe what is included in the BSVS search report.	WorkforceQA's Background Screening and Verification Services (BSVS) search report provides a comprehensive and detailed overview of an individual's background, tailored to meet the specific needs of our clients and will only include those services in which the client has requested.
b.i.(4)	Regarding international BSVS, describe how you handle countries that require special information or do not provide adequate information to make it worth a BSVS. Contract must inform customer if in their professional opinion, the BSVS would not produce results due to lack of information available from the specific country.	We provide a variety of background screening services in many International jurisdictions. Services vary by jurisdiction but can include identity verification, criminal searches, education, and employment verifications. Turnaround time varies greatly by international jurisdiction.

b.i.(5)	State the turnaround time to complete BSVS.	The average turnaround time for criminal searches is 24-48 hours; reference checks, education and employment verifications can range between 24 hours to 3 days, depending on third-party response times. Urine Drug test Results for specimens that screen negative for all drugs are generally available within 24 to
b.i.(6)	State the necessary information required from customers to complete BSVS.	To efficiently and accurately conduct our Background Screening and Verification Services (BSVS), WorkforceQA requires specific information from our customers. The following details are necessary to ensure a comprehensive and thorough screening process:
b.i.(7)	Describe how a court record is searched. Please indicate, if the court charges a processing fee, you may not mark-up the fee. It is to be a direct reimbursement from customer or included in the cost of the BSVS.	We identify the relevant jurisdictions where the individual has lived, worked, or attended school to ensure a comprehensive search of local, state, and federal court records. For a more detailed and accurate search, WorkforceQA accesses records directly from courthouses. This may involve physical visits to
b.i.(8)	State how long convictions are shown on record.	The duration for which convictions are shown on record varies based on several factors, including jurisdictional laws, the nature of the offense, and specific regulations governing background checks. WorkforceQA adheres to the following guidelines: We search for a minimum of 7 years (unless restricted
b.i.(9)	Describe other methods, if available, to complete a search if a contractor only performs and electronic data base search and does not get a hit.	WorkforceQA is committed to providing thorough and comprehensive background screening services. In cases where an electronic database search does not yield results, we employ several alternative methods to ensure a complete and accurate search. These methods include:
b.1.(10)	If multiple hits are returned, state whether your company will pursue all the returned information. If so, state whether customers will pay separately for each verification type.	WorkforceQA will pursue and verify all the returned information for each hit to ensure the accuracy and completeness of the background check. This includes conducting detailed checks on each record to confirm its validity and relevance. We compile and report all verified information to provide a
	Sex Offender Registry Checks	
b.ii.(1)	State whether The Sex Offender Registry is always included in vendor's Criminal History Check.	Yes, the Sex Offender Registry is always included in WorkforceQA's Comprehensive CrimTRAQ product. This inclusion ensures a comprehensive evaluation of an individual's background, providing our clients with critical information needed for informed decision-making. Our Comprehensive CrimTRAQ Database
b.ii.(2)	Database searches must be national, at a minimum, and may include statewide and local.	Our Comprehensive CrimTRAQ Database contains over 700 million files spanning across multiple jurisdictions. Our database brings together records from arresting agencies, national sex offender registries, courts, law enforcement sources, correction records, and state-level repositories, giving you a
b.ii.(3)	State how your company obtains information if State's do not participate in a national database.	WorkforceQA directly accesses individual state sex offender registries that do not participate in national databases. This ensures we capture information that might not be available through national sources. We collaborate with state agencies responsible for maintaining sex offender registries to obtain up-to-date
b.ii.(4)	State average turnaround time to complete Sex Offender Registry Checks.	The average turnaround time to complete Sex Offender Registry Checks with WorkforceQA is typically Instant to 48 hours. This timeframe ensures a balance between thoroughness and efficiency, allowing us to provide accurate and comprehensive results promptly.
b.ii.(5)	State what information is required from customers to complete the Sex Offender Registry Checks.	To conduct comprehensive and accurate Sex Offender Registry Checks, WorkforceQA requires the following information from customers about the individual being screened: - Full Legal Name (First, Middle, and Last)
b.ii.(6)	State what information is included in the BSVS report.	The Sex Offender BSVS report provided by WorkforceQA includes comprehensive and detailed information to ensure clients receive accurate and relevant data for informed decision-making. The report typically includes the following information:
	County Criminal Search	
b.2.iii.(1)	State whether County Criminal History Check is always included in the Criminal History Check.	Our Criminal History Check packages are built to your needs. If you require a county criminal search, then the search will always be included in that package. The scope of a Criminal History Check can vary depending on the specific requirements and procedures of the check being conducted. It may include
b.2.iii.(2)	State which records are searched.	A county criminal search will be a search of Felony and Misdemeanor records in the specified jurisdiction's court. We always search the court in which is considered the court in which records are predominantly held.
b.2.iii.(3)	State the scope of the search in number of years.	The scope of a County Criminal Search in terms of the number of years typically varies depending on the jurisdiction and the policies of the entity conducting the search. However, it generally includes a search of records for a minimum of 7 years. This timeframe is commonly used because it aligns with typical
b.2.iii.(4)	State the average turnaround time to complete County Criminal Search.	Our average turnaround time is 12-36 hours. The average turnaround time to complete a County Criminal Search can vary depending on several factors, including: - Jurisdiction: Different counties may have varying processing times for retrieving and compiling criminal
b.2.iii.(5)	Describe information included in a County Criminal Search report.	It's important to note that the specific contents of a County Criminal Search report can vary based on the jurisdiction's reporting practices and the comprehensiveness of the search conducted. Users should review reports carefully to understand the information provided and its implications. A County Criminal Search
	County Civil Record Searches	

b.iv.(1)	State whether County Civil Record is always included in the Criminal History Check.	County Civil Records are generally not included in a standard Criminal History Check. Criminal History Checks typically focus on an individual's criminal offenses and convictions, which are maintained in separate databases or records from civil matters. Civil records typically include information related to
b.iv.(2)	State what information is required from customers to complete County Civil Record Searches.	To complete County Civil Record Searches, the information typically required from customers includes: - Full Name: The full legal name of the individual being searched, including any aliases or previous names. - Date of Birth: The date of birth of the individual to help accurately identify them among others with
b.iv.(3)	State which records are searched.	WorkforceQA will generally search the upper civil courts and report out cases in which the subject was listed as a defendant in a case. They type of cases available to the public in civil court will vary by jurisdiction.
b.iv.(4)	State the scope of the search in number of years.	Our search scope is 7 years for civil searches.
b.iv.(5)	State the average turnaround time to complete County Civil Record Searches.	Turnaround time varies due to limited identifying information contained in civil cases. Our average turnaround time is 24-72 hours.
b.iv.(6)	State what information is included in the County Civil Record Searches report.	WorkforceQA will report results in which the subject was listed as a defendant in the case. Information received from the court will vary by jurisdiction, but can include plaintiff and defendant names, type of case and final disposition of case if the case has been closed.
	Social Security Number (SSN) and Citizenship Verification	
b.v.(1)	State what information is required to complete SSN and Citizenship Verification.	WorkforceQA offers two different SSN searches. One is our SSN Trace/Address History, which is a proprietary database that shows any names that the subject may have used, address history for the past 7 to 10 years and a verification that the SSN is not listed on the Social Security Administration's Death Index.
b.v.(2)	State which records are searched.	WorkforceQA offers two different SSN searches. One is our SSN Trace/Address History, which is a proprietary database that shows any names that the subject may have used, address history for the past 7 to 10 years and a verification that the SSN is not listed on the Social Security Administration's Death Index.
b.v.(3)	State the average turnaround time to complete SSN and Citizenship Verification.	The SSN Trace is an instant product, while the CBSV generally takes from a few hours to 24 hours to return depending on the volume of requests at the SSA.
b.v.(4)	State what is included in the SSN and Citizenship Verification report.	WorkforceQA offers two different SSN searches. One is our SSN Trace/Address History, which is a proprietary database that shows any names that the subject may have used, address history for the past 7 to 10 years and a verification that the SSN is not listed on the Social Security Administration's Death Index.
	Driving Records (Motor Vehicle Records)	
b.vi.(1)	State what information is required to complete BSVS for Driving Records	To complete a Background Screening for Driving Records (BSVS), WorkforceQA typically requires the following information: the individual's full name, date of birth, possibly their social security number, Driver's License Number, State of Issue, Authorization and Purpose of Search.
b.vi.(2)	State which records are searched.	WorkforceQA goes directly to the specified state's Department of Motor Vehicles and returns the information found on their driving record.
b.vi.(3)	State what is included in the Driving Records report.	WorkforceQA Motor Vehicle Records (MVRs) Report varies depending on State but can include: **Driver's License Information:** Details about the driver's license, including the license number, issuance date, expiration date, and class of license.
b.vi.(4)	State how you verify date of birth.	Verifying the date of birth on a Motor Vehicle Record (MVR) includes comparing the date of birth provided by the individual with the date of birth listed on the MVR obtained from the Department of Motor Vehicles (DMV) or relevant authority. Upon receiving the MVR, the date of birth listed on the record is
b.vi.(5)	State the average turnaround time to complete BSVS for Driving Records.	Driving records are generally returned within a few minutes, however there are a few state's that return information next day.
	Credit Reports	
b.vii.(1)	State what information is required to complete Credit Reports.	To complete Credit Reports, WorkforceQA requires the following information: 1.Full Name: The individual's full legal name, including any suffixes or generational titles (e.g., Jr., Sr.). 2.Date of Birth
b.vii.(2)	State which records you search.	WorkforceQA goes direct to one of the top 3 credit bureaus to access the information direct.

b.vii.(3)	Describe your approach to ensure integrity of social security and address information.	At WorkforceQA, we ensure the integrity of Social Security and address information through a rigorous and multi-step verification process: 1. Data Collection: We collect Social Security Number (SSN) and address information directly from the
b.vii.(4)	State the scope of the search in number of years.	The scope of a credit report search typically covers the individual's credit history for the past 7 to 10 years depending on government imposed regulations.
b.vii.(5)	State the average turnaround time to complete Credit Reports.	WorkforceQA's overall report turnaround time is within three days. The average turnaround time for services like Credit Reports is approximately 24-48 hours. Our background screening dashboard displays a real-time turnaround time tracker widget for transparent accountability.
b.vii.(6)	State what information will be included in the Credit Reports.	WFQA includes the following information on a credit report: •Credit Accounts: Information about credit accounts, including payment history, usually remains on the credit report for up to 7 years from the date of the last activity on the account.
b.vii.(7)	Indicate your company is in compliance with all requirements of the Federal Credit Reporting Act.	WorkforceQA is a member of the Professional Background Screening Association(PBSA) and strictly adheres to the Background Screening Credentialing Council (BSCC) accreditation standard for operations and compliance. We also have industry expertise from a PBSA founding member, Marc Bourne. Marc is
	Professional License Verification	
b.viii.(1)	State what information is required to complete Professional License Verification	To complete Professional License Verification, WorkforceQA requires the following information: 1. Full Name: The individual's full legal name as it appears on the professional license. 2. Date of Birth: The individual's date of birth to ensure accurate identification.
b.viii.(2)	State which records you search.	For Professional License Verification, WorkforceQA searches the following records: •Licensing Board Records: Accessing records from the relevant state or national licensing boards or authorities that issued the professional license. These records provide information on the license's status,
b.viii.(3)	State the scope of the search in number of years.	The Professional License Verification search scope covers the entire duration of the individual's professional licensure. This means the search will: 1. Include Historical Data: Access records from the professional license's initial issuance date to the current
b.viii.(4)	State the average turnaround time to complete Professional License Verification.	The average turnaround time to complete Professional License Verification can vary based on several factors, including the specific licensing board, the type of license, and the state or jurisdiction involved. Generally, the average turnaround time is:
b.viii.(5)	State what information will be included in Professional License Verification report.	A Professional License Verification report from WorkforceQA will typically include the following information: 1. Individual's Information:
	Education Verificaiton	
b.ix.(1)	State what information is required to complete Education Verification.	To complete Education Verification, WorkforceQA typically requires the following information: 1. Full Name: The individual's full legal name as it appears on school records. 2. Date of Birth: The individual's date of birth to ensure accurate identification.
b.ix.(2)	State which records you search. State whether or not all degrees earned, or highest degree only is verified. State whether or not services include verification of high school diploma and GED.	For Education Verification, WorkforceQA typically searches the following records: **Institutional Records:** Official records from educational institutions, such as universities, colleges, and high
b.ix.(3)	State the scope of the search in number of years.	**No Time Limit:** There is no specific cutoff or limit in the number of years for education verification. Records are sought for any educational institution attended, regardless of when the individual completed their studies.
b.ix.(4)	State the average turnaround time to complete Education Verification.	WorkforceQA's average turnaround time for education verifications is 2-3 days, unless there is a delay at the source such as archived records, holiday or summer breaks, etc.
b.ix.(5)	Describe what information is included in BSVS report. They can include, but is not limited to, attendance, major, degree (highest earned), dates, GPA, and any honors.	A Background Screening Verification Services (BSVS) report for Education Verification from WorkforceQA typically includes the following information: 1. Full Name: The individual's full legal name as it appears on school records.
	Employment History and Verification	
b.x.(1)	State what information is required to complete Employment History and Verification.	To complete Employment History and Verification, WorkforceQA typically requires the following information: 1. Full Name: The individual's full legal name.
b.x.(2)	State which records you search	WorkforceQA will reach out to the prior employer directly or through a third-party database depending on the instructions of the prior employer. If we do have to access a third-party database, those fees will be passed on to you without markup.

b.x.(3)	State whether or not you will have direct contact with supervisor/HR. If not, state whether or not your company relies solely upon an employment verification service.ate the scope of the search in number of years.	WorkforceQA adheres to the Professional Background Screening Association's accreditation standard of primary source verification. We will contact the prior employer's HR department to verify the employment status and information. We generally do not speak to supervisors or others unless they are
b.x.(4)	State whether or not Employment History and Verification include a reference-check asking questions. These questions can include, but are not limited to, was employee honest; does employee work well with others; etc.?	WorkforceQA will work with you to build the proper verification to meet your needs. If the verification includes reference-check questions, then we will ask them of the employer with no guarantee of answers. In our experience, most employers will only give factual based answers such as title, dates of employment
b.x.(5)	State the scope of the search in number of years	The scope of an Employment History and Verification search depends on company policy and how far back you want the verifications to go.
b.x.(6)	State what information will be included in Employment History and Verification report.	WorkforceQA's standard employment verification report may include: title, dates of employment and eligibility of re-hire.
b.x.(7)	State whether or not employment record is reviewed for gaps and inconsistencies on the application and employer statements.	Yes, during an Employment History and Verification process, employment records are reviewed by WFQA for gaps and inconsistencies in both the individual's application and the statements provided by previous employers. This review helps to ensure the accuracy and completeness of the information provided by the
b.x.(8)	State the average turnaround time to complete Employment History and Verification.	WorkforceQA generally completes its overall report within three days. The average time to complete Employment and History Verification through WorkforceQA is 2-3 days.
	DOT (Transportation Employee Verification)	
b.xi.(1)	State what information is required to complete DOT.	The specific requirements for completing a Department of Transportation (DOT) background check can vary depending on the type of DOT background check being conducted (e.g., FMCSA, FAA, FTA, FRA, etc.) and regulatory requirements in different jurisdictions. It's important to ensure compliance with DOT
b.xi.(2)	State which records you search.	WorkforceQA will contact the prior employer directly to obtain the 40.25 Employee Verification.
b.xi.(3)	State the scope of the search in number of years.	Depending on which DOT regulated entity, we cover the past 2-3 Years of employment.
b.xi.(4)	Describe what information is included in the DOT report.	We complete the standard 40.25 Form which includes an employment verification, as well as the drug and alcohol violation history.
b.xi.(5)	State the average turnaround time to complete DOT.	Our average turnaround time is 2-3 days, however delays may be incurred due to lack of response by employers. DOT employers have 30 days to respond to requests for information.
	Reference Checks	
b.xii.(1)	State what information is required to complete Reference Checks.	To complete Reference Checks effectively, the following information is required: 1. Contact Information of References: -Full name of the reference.
b.xii.(2)	Describe process to complete a reference check. State whether personal and/or professional references are checked.	Completing a reference check typically involves the following process: **Request Authorization:** Obtain written authorization from the job applicant to contact their references. This is usually done through a signed consent form.
b.xii.(3)	State how interviews are conducted (i.e., on-site or telephone interviews or questionnaires via mail).	WorkforceQA utilizes a variety of methods to conduct reference checks including by phone, email or fax.
b.xii.(4)	Describe scope of the reference check.	WFQA Reference Check includes gathering information from individuals who can provide insights into the applicant's qualifications, work performance, and character. The scope of the reference check may vary depending on the nature of the position and the employer's specific requirements. However, it's essential
b.xii.(5)	Describe what information is included in Reference Check reports.	WFQA Reference Check includes gathering information from individuals who can provide insights into the applicant's qualifications, work performance, and character. The scope of the reference check may vary depending on the nature of the position and the employer's specific requirements. However, it's essential
b.xii.(6)	State the scope of the search in number of years.	The scope of a Reference Check typically covers the applicant's most recent employment history. Here's a general guideline: 1. Recent Employment History: Reference checks often focus on the applicant's employment history within
b.xii.(7)	State the average turnaround time to complete reference checks.	Generally, reference checks can be completed within 2-3 days. It often depends on how quickly references can be contacted and their availability for interviews. The average turnaround time to complete Reference Checks can vary based on several factors:

	Sanction Screenings (General Services Administration and the Office of the Inspector General (OIG) List of Excluded Individuals/Entities (LEIE))	
b.xiii.(1)	State what information is required to complete Sanction Screenings under BSVS.	To complete Sanction Screenings under BSVS (Background Screening Verification Services), WFQA will need the following information: 1. Personal Information of the Subject:
b.xiii.(2)	State which records you search.	Our Comprehensive CrimTRAQ Database contains over 700 million files spanning multiple jurisdictions. Our database combines records from arresting agencies, national sex offender registries, courts, law enforcement sources, correction records, and state-level repositories, giving you a comprehensive view of
b.xiii.(3)	State the scope of the search in number of years.	The scope of sanction screenings, particularly referencing the General Services Administration (GSA) Excluded Parties List System (EPLS) and the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), typically covers the individual's history up to the present day. Here's a
b.xiii.(4)	State the average turnaround time to complete Sanction Screenings under BSVS.	Our average turnaround time is generally instant to 3 days depending on the information returned and the responsiveness of the agency verifying.
b.xiii.(5)	State whether or not your Sanction Screenings is in compliance with the Fraud and Abuse Control Information System (FACIS)	Yes, our sanctions screenings are in compliance with the minimum requirements set forth by the Federal Government. FACIS is a brand name for a sanctions database and not a mechanism for compliance regulations.
	Military Records	
b.xiv.(1)	State what information is required to complete Sanction Screenings under BSVS.	To obtain military history records under BSVS (Background Screening Verification Services), WFQA requires the following information: 1. Full Name: Including any variations or aliases.
b.xiv.(2)	State which records you search.	We utilize a variety of governmental sources to obtain Military history verifications including, verification of DD-214, requesting information directly from Department of Defense
b.xiv.(3)	State the scope of the search in number of years.	Search scope depends on the subject's length of military history.
b.xiv.(4)	Describe what information is included in a Sanction Screenings report.	We will provide all available information released from government sources, which can include dates of service, branch, title
b.xiv.(5)	State the average turnaround time to complete Sanction Screenings.	Turnaround time varies from 48 hours to weeks depending on responsiveness of the governmental agency.
b.xiv.(6)	Clearly indicate experience and success rate in obtaining military records.	WorkforceQA has experience researching and verifying military history experience. Our success rate is high when we are given the proper information from a subject.
	US Treasury, Office of Foreign Assets Control (OFAC), list of Specifically Designated Nationals (SDN)	
b.xv.(1)	State what information is required to complete US Treasury, OFAC, and SDN reports.	To complete US Treasury, Office of Foreign Assets Control (OFAC), and Specially Designated Nationals (SDN) reports, the following information is typically required: 1. Full Name: Including any variations or aliases.
b.xv.(2)	State which records you search.	Our search is direct to the government source.
b.xv.(3)	Describe process of matching information to individuals.	WorkforceQA maintains a subject matching process to ensure records are accurately matched to the subject. WorkforceQA requires at least two matching identifiers before reporting records out.
b.xv.(4)	State the scope of the search in number of years.	The scope of the search for the US Treasury, Office of Foreign Assets Control (OFAC), and the list of Specifically Designated Nationals (SDN) is not typically defined by a specific number of years. Instead, these lists and sanctions are updated regularly and are applicable immediately upon issuance.
b.xv.(5)	State the average turnaround time to complete US Treasury, OFAC, and SDN.	Overall, for straightforward cases, the average turnaround time can be as quick as a few hours, while more complex cases may take several days depending on research needed to correctly verify information. Continuous monitoring and periodic re-screening can also impact the overall timeline, as these practices
	Skip Trace Reports	

b.xvi.(1)	State what information is required to complete Skip Trace Reports.	To complete Skip Trace Reports, a variety of information is typically required to locate an individual who has become difficult to find. The more information available, the higher the chances of a successful trace. Key pieces of information include:
b.xvi.(2)	State which records you search.	When conducting Skip Trace Reports, a variety of records (public and proprietary) are searched to locate an individual who is difficult to find.
b.xvi.(3)	Describe process of matching information to individuals.	WorkforceQA maintains a subject matching process to ensure records are accurately matched to the subject. WorkforceQA requires at least two matching identifiers before reporting records out.
b.xvi.(4)	State the scope of the search in number of years.	Scope of search does not apply here.
b.xvi.(5)	Describe what is included in Skip Trace Reports report.	WorkforceQA will provide updated contact information for the subject such as phone numbers and addresses.
b.xvi.(6)	State the average turnaround time to complete skip trace record.	Skip trace reports are designed to be thorough and precise, offering a detailed view of an individual's whereabouts and related information, ensuring accuracy and compliance with legal standards. The average turnaround time to complete Skip trace reports can vary depending on several factors:
	Security and Confientiality	
c.i	Supplier agrees to hold all information provided confidential and to demonstrate that your data confidentially and integrity complies will all state and federal data regulations.	As members of the Professional Background Screening Association (PBSA), we ensure legal compliance in employment screening by aligning with both FCRA and state/local laws. Our legal counsel specializes in FCRA and employment screening regulations, offering expert oversight and guidance. Every member of
c.ii	Supplier agrees to destroy all data provided in accordance with the SW1055.	WorkforceQA agrees to destroy all data provided in accordance with the SW1055. WFQA retains data according to federal regulations at minimum where applicable. Customer data is retained and available indefinitely in our application unless a purge is requested. Customer retention policies can be adopted
c.iii	Explain the supplier's process of informing all employees and/or subcontractors receiving or having access to confidential information of the confidential nature of the information.	Access to PHI and PII data is restricted to authorized personnel. Least privilege protocol is in place. All employees are required to complete annual security awareness training. Backups and replication are in place with our disaster recovery site. Hardware and software firewalls are in place in our environment.
c.iv	Explain how the supplier will handle a breach of confidential information by their company and/or subcontractors if one were to occur.	See Attachment 1: WFQA Information Security Policy
c.v	Describe suppliers' overall security posture to control and ensure data confidentiality and integrity is maintained.	See Attachment 1: WFQA Information Security Policy
c.vi	Describe how OMES would interact with the solution for administrative, and maintenance purposes.	See Attachment 1: WFQA Information Security Policy
c.vii	Describe what types of security assessments are routinely performed against the solution including frequency (i.e., code reviews, penetration tests, vulnerability assessments, etc.)	See Attachment 1: WFQA Information Security Policy
c.viii	Describe the architecture of the solution i.e., SaaS, cloud hosted or on-premises and show expected vendor and customer areas of responsibility.	See Attachment 1: WFQA Information Security Policy
c.ix	Supplier's certifications and complaints, including but not limited to, maintaining the security and confidentiality of customer data, complying with federal data compliance requirements, past or current litigation, and suspension or disbarment by a government procurement officer or entity.	See Attachment 1: WFQA Information Security Policy
c.x	Discuss any industry certifications that may be required for you to hold to perform under this contract.	WorkforceQA proudly holds SOC I Type II Compliance and is working towards SOC II certification, underscoring its unwavering commitment to top-tier cybersecurity standards. This certification validates that WorkforceQA's systems and processes meet rigorous criteria for security, availability, processing
c.xi	Disclose any 3rd party terms that Oklahoma will need to review for you to perform under this contract.	WorkforceQA does not utilized a 3rd party.

Oklahoma SW1055 Background Screening and Verification Services

SW1055 Price Template

WorkforceQA, LLC

Standard Package: $35.00
Includes: SSN Trace, County Criminal Search in all counties based on 7 years of address history, Comprehensive CrimTRAQ (includes National Criminal Database Search, National Sex Offender Registry and OFAC/Patriot Act

Service	Description	Unit of Measure	List Price	% off List	Oklahoma Cost
SSN Trace (Includes SSA Death Master Index)	SSN Trace (Includes SSA Death Master Index)	per SSN	$2.00	0%	$2.00
CBSV (Consent Based Social Security Number Verification)	CBSV (Consent Based Social Security Number Verification)	per SSN	$11.00	0%	$11.00
Statewide Criminal History Search	Statewide Criminal History Search	per name/state	$11.00	0%	$11.00
County Criminal History Search	County Criminal History Search	per name/county	$7.50	0%	$7.50
Comprehensive CrimTRAQ**	Comprehensive CrimTRAQ**	per name	$9.00	0%	$9.00
National Sex Offender Registry	National Sex Offender Registry	per name	$6.00	0%	$6.00
OFAC/Patriot Act Search	OFAC/Patriot Act Search	per name	$6.00	0%	$6.00
County Civil Search	County Civil Search	per name/county	$15.00	0%	$15.00
National Federal Criminal Search	National Federal Criminal Search	per name	$15.00	0%	$15.00
Federal District Criminal Search	Federal District Criminal Search	per name/district	$9.00	0%	$9.00
Motor Vehicle Report (MVR)	Motor Vehicle Report (MVR)	per license	$3.50	0%	$3.50
Professional License / Credential Verification	Professional License / Credential Verification	per license	$10.00	0%	$10.00
Education Verification	Education Verification	per institution	$12.00	0%	$12.00
Employment Verification	Employment Verification	per employer	$12.00	0%	$12.00
Professional or Personal Reference Check	Professional or Personal Reference Check	per reference	$10.00	0%	$10.00
Military Records Verification	Military Records Verification	per name	$12.00	0%	$12.00
National Warrant Check	National Warrant Check	per name	$10.00	0%	$10.00
CDLIS (Commercial Driver's License Information System)	CDLIS (Commercial Driver's License Information System)	per license	$3.50	0%	$3.50
DOT PSP	DOT PSP	per name	$5.00	0%	$5.00
DOT/FMCSA Employment Verification w/Drug and Alcohol Test History and Safety Record	DOT/FMCSA Employment Verification w/Drug and Alcohol Test History and Safety Record	per employer	$15.00	0%	$15.00
FMCSA Clearinghouse Query (Pre-Employment or Annual)	FMCSA Clearinghouse Query (Pre-Employment or Annual)	per name	$3.00	0%	$3.00
Skip Tracing Services	Skip Tracing Services	depending on complexity	$25-$100	0%	$25-$100
Pass through fees if applicable	Description of Fee	Costs			
***Pricing does not include third party, county or state access fees that may be assessed.**					
****Any jurisdictions identified will be added at a la carte rates**					

Provide any tiered or quantity break pricing if available.
Pricing should have definitions to fully describe what is included - including minimum orders and volume discounts.
Prices must remain firm for the duration of the term of the PO/contract.
Hourly costs are to be Not To Exceed (NTE) pricing.

ATTACHMENT E-3
THE BACKGROUND SCREENING TERMS & CONDITIONS ARE HEREBY AMENDED AS SET FORTH BELOW AND SUPERSEDES ALL PRIOR DOCUMENTS SUBMITTED BY WORKFORCE QA, LLC OR DISCUSSED BY THE PARTIES.

BACKGROUND SCREENING TERMS & CONDITIONS

1. **Incorporation of Terms**. These Background Screening Terms & Conditions are hereby incorporated into and supplement Oklahoma Statewide Contract No. 1055 ("SW1055") and together they shall govern the purchase, receipt, and use of all Background Screening Services (as that term is defined hereinbelow). By purchasing, receiving, and using Background Screening Services, Customer is agreeing to be bound by these Background Screening Terms & Conditions and Customer's continued use or access to WFQA's Platforms and ordering of services indicates Customer's continued acceptance of the same.

2. **Definitions**.

2.1. Adverse Action: Shall have the definition as set forth in 15 U.S.C. § 1681a(k).

2.2. Central Court: In a county with multiple courthouses, including smaller, local, lower level, outlying or remote municipal or justice-of-the-peace courts, the term "Central Court" shall refer to the principal courthouse in which felony and most misdemeanor charges are adjudicated.

2.3. Consumer: Shall refer to any individuals about whom a Report is requested, whether an applicant, employee, prospective tenant, or otherwise.

2.4. Consumer Information: Shall have the definition set forth in 16 C.F.R. § 682.1.

2.5. Consumer Report or Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(d) but may also refer both to consumer reports and Investigative Consumer Reports.

2.6. Employment Purposes: Shall have the definition as set forth in 15 U.S.C. § 1681a(h), consistent with the interpretation supplied by the Federal Trade Commission in its July 2011 Staff Report with Summary of Interpretations, which includes volunteer and independent contractor relationships.

2.7. FCRA: Shall refer to the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., as amended.

2.8. Furnisher: Shall refer to any person or entity that supplies information about a Consumer related to that person's or entity's transactions and experience with the Consumer to WFQA and which information is incorporated into the Report.

2.9. Investigative Consumer Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(e).

2.10. Predominantly Used Index: Shall mean that portion of a county courthouse's criminal record index at the Central Court which is commonly considered in the background screening industry to be readily available, adequate, and sufficient for use in performing a criminal record search.

2.11. Legitimate business need: Shall include, but not be limited to, relationships involving schools and students, credentialing, admitting privileges, hospitals and clinical rotations, facility access privileges, and other purposes.

2.12. All other undefined capitalized terms shall have the definitions assigned to them in SW1055.

3. **Services**. WFQA shall furnish Consumer Reports and Investigative Consumer Reports to the Customer for the duration of the term of the SW1055 (hereafter, "Background Screening Services"). The content of said Reports shall consist of the following information: that which is permitted to be disclosed by applicable federal, state and international laws; that which is in conformity with industry practices; and that upon

which the parties have agreed in the SW1055, the Price Schedule in SW1055, or in a subsequent written modification of SW1055 or Price Schedule in SW1055.

4. **Compensation**. In consideration for the Background Screening Services to be performed by WFQA, Customer agrees to pay WFQA in accordance with the prices and fees set forth in the Price Schedule in SW1055.

5. **Customer Authentication**. Customer understands and acknowledges that federal law imposes know-your-customer obligations on WFQA prior to and during the provision of Background Screening Services to its customers. Accordingly, Customer agrees to submit to and cooperate with reasonable credentialing inquiries made by WFQA prior to and for the duration of SW1055. Such credentialing inquiries may include, but are not limited to, completing an application for service, obtaining business and credit reports on Customer, conducting a physical or virtual inspection of the Customer's principal place of business, submitting documentation to demonstrate its current licensure or registration as a lawful business, and providing information regarding the Customer's intended use of Background Screening Services.

6. **WFQA's Compliance with the Law**. In rendering Background Screening Services to Customer, WFQA agrees to comply with applicable laws and regulations, including laws and regulations relating to consumer reporting and data privacy.

7. **Customer's Compliance with the Law**. In requesting, receiving, using, storing, and disposing of any and all Reports, Customer agrees, to the extent permitted by Oklahoma law, to adhere to, and comply with, the FCRA and all state laws applicable to the procurement and use of Reports, including those state-specific requirements pertaining to the timing, nature and content of disclosures and notices to Consumers. Customer shall notify WFQA in writing if it will not comply with FCRA and its implementing regulations due to its interpretation of Oklahoma state law.

8. **EEO Certification**. Customer certifies that any information contained in the Consumer Reports obtained by it will not be used in violation of federal or applicable state equal employment opportunity laws or regulations or in violation of state or local ban-the-box, fair chance hiring, human rights, or related laws.

9. **Limited Use**. Customer certifies it will request Reports only for its exclusive one-time use, holding them in strict confidence, and not disclosing them to third parties not involved in the employment, tenancy or business decision giving rise to the need for the Report.

10. **Certification of Disclosure**.

10.1. By requesting a Report for Employment Purposes, Customer certifies (a) that it has provided a clear and conspicuous written disclosure – in a document consisting solely of the disclosure – to each and every Consumer about whom it requests a Report that a consumer report may be obtained for employment purposes (hereafter, a "Disclosure") and (b) that it has made this Disclosure prior to requesting a Report from WFQA. Customer additionally agrees, to the extent permitted by Oklahoma law, to provide any disclosures required under relevant and applicable state and local consumer reporting, fair chance, and credit reporting laws prior to requesting a Report from WFQA.

10.2. When Customer utilizes WFQA's electronic FCRA consent process with respect to any particular Consumer for the purpose of providing the statutorily mandated Disclosure, WFQA shall structure the online process so as to require the Consumer to receive an electronic version of the Disclosure prior to completing the order for a Consumer Report, provided however, in doing so Customer shall be deemed to have approved content of the Disclosure utilized by the electronic FCRA consent process.

11. **Authorization Requirement**. When requesting a Report for Employment Purposes, Customer agrees to obtain the written authorization ("Authorization") of each and every Consumer about whom it requests a Report ***prior*** to requesting said Report from WFQA. When Customer utilizes WFQA's electronic FCRA consent process with respect to any particular Consumer to obtain that Consumer's Authorization to perform a background check, WFQA shall structure the online process so as to require the Consumer to

provide his consent by electronic signature prior to completing the order for a Consumer Report, provided however, in doing so Customer shall be deemed to have approved content of the Authorization utilized by the electronic FCRA consent process.

12. **Pre-Adverse Action Requirement.** When requesting a Report for Employment Purposes, Customer agrees to follow and adhere to the conditions imposed by 15 U.S.C. § 1681b(b)(3) on Customers before taking adverse action based in whole, or in part, on the Report. Such conditions include: transmitting a letter to the Consumer that contains the name, address, and toll-free telephone number of WFQA ("Pre-Adverse Action Letter"); enclosing a copy of the Consumer Report with the letter; enclosing a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act*; and allowing the Consumer a reasonable amount of time to respond to this pre-adverse notification before the adverse action is taken, taking into account weekends and intermediate holidays. Where Customer purchases from WFQA the service of transmitting a Pre-Adverse Action Letter to the Consumer, Customer will be deemed to have approved the content of said letter. Unless otherwise agreed to in writing by the parties, said service can only be purchased on a Consumer-by-Consumer basis after the issuance of a Report, i.e., WFQA will not transmit the letters automatically.

13. **Adverse Action Requirement.** When requesting a Report for any permissible purpose, including Employment Purposes, Customer agrees to comply with the requirements of 15 U.S.C. § 1681m when taking an adverse action based in whole, or in part, on a Report. These requirements include: providing oral, written, or electronic notice to the Consumer of the adverse action ("Adverse Action Notice'); providing the name, address and toll-free telephone number of WFQA to the Consumer; stating to the Consumer that WFQA did not make the decision to take the adverse action and is unable to provide the Consumer with the specific reasons why the adverse action was taken; notifying the Consumer of his/her right to obtain a free copy of the Consumer Report within sixty days and to dispute with WFQA the accuracy or completeness of any information in the Consumer Report furnished by WFQA. Where Customer purchases from WFQA the service of transmitting an Adverse Action Notice to the Consumer, Customer will be deemed to have approved of the content of the letter used to provide the notice. Said service can only be purchased on a Consumer-by-Consumer basis no sooner than five business days after the Pre-Adverse Action Letter has been transmitted to the Consumer.

14. **Investigative Consumer Report Disclosure Requirement**. Irrespective of the Customer's permissible purpose, Customer agrees to comply with the requirements of 15 U.S.C. § 1681d when requesting an Investigative Consumer Report. These requirements include: Clearly and accurately disclosing in writing to the Consumer that an investigative report includes information as to his character, general reputation, personal characteristics, and mode of living; that he has a right to request a complete and accurate disclosure of the nature and scope of the investigation requested; and that he has a right to request a copy of the summary of his rights.

15. **ATS / HRIS**. If Customer utilizes a third-party applicant tracking system or a human resources information system ("ATS/HRIS") that is integrated with one or more of WFQA's Platforms, Customer hereby designates the ATS/HRIS as its agent for the purpose of receiving, possessing, and storing Consumer Reports, and Customer shall assure that the ATS/HRIS will comply with all applicable Consumer Information or data privacy laws and regulations, as well as assuring its adherence to any relevant terms of these Background Screening Terms & Conditions.

16. **Retention of Evidence of Compliance.** To the extent not already in the possession of WFQA, Customer agrees to store and maintain electronic or paper copies of each Disclosure, Authorization, Pre-Adverse Action Letter, Adverse Action Notice for a period of three years. Upon reasonable notice, Customer agrees to supply to WFQA Consumer Report-related documents maintained as to Consumers upon whom Reports were obtained, including copies of Disclosures and Authorizations, any pre-adverse and adverse action correspondence, as well as provide reasonable evidence of its compliance with applicable Federal and state statutes and regulations regarding Consumer data privacy

17. **Confidentiality & Data Security of Consumer Information.** Each party agrees to keep and maintain Consumer Information secure and confidential. Each party represents and warrants that it maintains a comprehensive data security plan that institutes all necessary and reasonable physical, administrative, and technical controls, processes, and safeguards for the protection of Consumer Information, including but not limited to, storing Consumer Information in a secure environment; transmitting Consumer Information in a secure manner; safeguarding of passwords used to access terminals and software applications that provide access to Consumer Information; destroying paper and electronic copies of Consumer Reports when no longer needed; limiting access to Reports to only those individuals who have executed an appropriate confidentiality agreement; and deactivating the user IDs and passwords of those who no longer need access to the Reports.

18. **Disposal of Consumer Information.** Customer agrees to dispose of all Consumer Information in a manner reasonably calculated to protect against unauthorized access to or use of the Consumer Information in connection with its disposal.

19. **Consultation with Legal Counsel.** WFQA does not provide any legal advice regarding the Customer's compliance with the various federal, state, and international laws which might apply. CUSTOMER IS ENCOURAGED TO CONSULT WITH ITS OWN LEGAL COUNSEL REGARDING THE PURCHASE AND USE OF CONSUMER REPORTS. Customer is solely responsible for the content of Disclosures, Authorizations, Pre-Adverse Action Letters and Adverse Action Notices, and the Summary of Rights, as defined herein below, even when it uses exemplar or default documents provided by WFQA. Such exemplars and documents are provided "As Is," with no warranties expressed or implied. WFQA does not provide legal services and is not authorized to do so. WFQA plays no role in any employment decision, whether adverse or positive. WFQA may from time to time offer information, guidance, forms, materials, and/or other content (including sample documents and the electronic FCRA consent process) for informational purposes ("Content"), which is not intended to and shall not constitute legal or professional advice, either express or implied. Customer agrees not to rely on WFQA for legal or professional advice and acknowledges that it is solely responsible for its legal obligations and decisions and will consult with its own legal counsel at its own discretion regarding all legal matters, including but not limited to its obligations with respect to its procurement and use of the Background Screening Services, the electronic FCRA consent process, and Reports.

20. **Customer not a Re-seller.** CUSTOMER CERTIFIES THAT IT SHALL NOT REQUEST, OBTAIN OR USE REPORTS FOR THE PURPOSE OF RE-SELLING, LEASING, OR RENTING THE INFORMATION, OR OTHERWISE PROVIDING INFORMATION OBTAINED FROM WFQA'S SERVICES, TO ANY OTHER PERSON, WHETHER ALONE, IN CONJUNCTION WITH CUSTOMER'S OWN DATA, OR OTHERWISE IN ANY SERVICE WHICH IS DERIVED FROM THE REPORTS, provided that, Customer may furnish (but not re-sell) Reports, or information contained therein, to a third party under the terms and conditions set forth, and for the limited purposes described in a separate written, executed addendum to SW1055. Customer shall require any such third party to abide by the same terms and conditions required of Customer under FCRA and related state statutes. Customer agrees to notify the Consumer of the existence of said relationship and secure the Consumer's consent to provide the Report to the third party. OTHERWISE, CUSTOMER MAY NOT FURNISH REPORTS, OR INFORMATION CONTAINED THEREIN, TO ANY THIRD PERSON.

21. **Acknowledgement of Receipt of Forms**. The Customer acknowledges receipt and review of the following documents:

21.1. *A Summary of Your Rights Under the Fair Credit Reporting Act* ("Summary of Rights"), published at 12 C.F.R. Pt. 1022, App. K, and a copy of which is available on the website hosted by the United States Consumer Financial Protection Bureau at:

- https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf.

The form can also be found on the website hosted by the United States Federal Trade Commission at:

- https://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf.

21.2. *Notice To Users of Consumer Reports: Obligations of Users Under the FCRA*, published at 12 C.F.R. Pt. 1022, App. N. A copy of this form can be found here: **http://www.wfqa.com/Obligations-of-Users/**

22. **Reaffirmation of Certifications**. Customer certifies that each time it orders, accesses, or views a Report, it is reaffirming the certifications made to WFQA herein.

23. **Product-Specific Certifications**.

23.1. **CBSV**. As an administrative service, WFQA offers Consent Based Social Security Verification ("CBSV") as that term is defined by the U.S. SSA on its public website. In the event that Customer procures CBSV services, Customer makes the following certifications:

23.1.1. Customer acknowledges that Section 1140 of the Social Security Act authorizes the Social Security Administration ("SSA") to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related works, acronyms emblems, and symbols in connection with an advertisement, solicitation, or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration..." 42 U.S.C. s. 1320b-10(a).

23.1.2. Customer agrees to use information provided by the CBSV only for the purpose(s) specified by the individual signing the consent form and shall make no further use/re-disclosure of the verification.

23.1.3. Customer understands that CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security Verification system, and it will not satisfy Customer's I-9 employment verification requirements.

23.1.4. Customer understands that SSA has the right to review the Customer's or any of its principal's records associated with the CBSV program at any time.

23.2. **Driver History Reports**. Customer hereby certifies, to the extent permitted by Oklahoma law, that it will only order Motor Vehicle Records and/or Driving History Reports ("MVRs") in strict compliance with the Driver Privacy Protection Act at 18 U.S.C. § 2721 et seq. ("DPPA"), and any related state laws. Customer shall notify WFQA in writing if it determines that Oklahoma law prevents Customer from complying with the federal DPPA. Customer further agrees not to order MVRs without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be provided to WFQA upon request. Customer agrees that it shall use MVR information only for the purpose authorized by the consumer in the written consent form and comply with all the data requirements imposed by the DDPAs. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE STATES OF NEW HAMPSHIRE, PENNSYLVANIA, AND WASHINGTON REQUIRE USE OF SPECIFIC FORMS PUBLISHED BY THOSE STATES. CUSTOMER REPRESENTS, WARRANTS, AND COVENANTS IT WILL SECURE THE CONSUMER'S CONSENT USING THOSE FORMS, AND CUSTOMER UNDERSTANDS IT WILL BE SUBJECT TO AUDIT BY WFQA AS TO ITS COMPLIANCE WITH THESE REQUIREMENTS.

23.3. **Equifax's The Work Number**. When purchasing The Work Number® information through WFQA, Customer agrees, to the extent permitted by Oklahoma state law, to hold Equifax harmless in the purchase and use of the information. Equifax will not sell The Work Number® information otherwise.

23.4. **Credit Reports**. Customer represents that, if it orders credit reports, Customer will have a policy with procedures in place to investigate any discrepancy in a consumer's address when notified by the credit

bureau that the consumer's address, as submitted by Customer, substantially varies from the address the credit bureau has on file for that consumer.

24. **Jurisdiction-Specific Certifications**. In the event Customer determines that it will not or cannot comply with the requirements imposed by other states in the ordering and use of Reports related to residents of those states, Customer shall promptly notify WFQA in writing so that WFQA may determine whether those state laws prohibit WFQA from furnishing Reports to the Customer under such circumstances.

24.1. **California**. Customer hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code §§ 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code §§ 1785.1 et seq., if the Customer is located in the State of California, and/or the Customer's request for and/or use Investigative Consumer Reports or Consumer Credit Reports pertains to a California resident or worker, Customer will do or has done the following to the extent permitted by Oklahoma law:

24.1.1. Request and use Investigative Consumer Reports and/or Consumer Credit Reports, as those terms are defined under ICRAA and CCRAA, respectively, (collectively, "California Reports") solely for a permissible purpose(s) identified under ICRAA or CCRAA.

24.1.2. When, at any time, California Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation:

24.1.2.1. Customer has provided a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the investigative consumer reporting agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

24.1.2.2. Customer has requested a report only after the applicable consumer has authorized in writing the procurement of the Report.

24.1.2.3. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any reports that are prepared.

24.1.3. When California Reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a report will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of Customer as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Report was first requested.

24.1.4. When California Reports are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that a report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of Customer, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

24.1.5. If the consumer wishes to receive a copy of their report, provide a copy of the report to the consumer within three business days of the date that the report is provided to Customer. The copy of the report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.

24.1.6. Under all applicable circumstances, comply with California Civil Code §§ 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the report, informing the consumer in writing of the reporting agency's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under ICRAA and the CCRAA.

24.2. California Fair Chance Act Laws & Regulations. Customer, to the extent permitted by Oklahoma law, understands, acknowledges, and agrees that, as between Customer and WFQA, Customer is solely and exclusively responsible for its compliance with California's fair employment and housing laws and regulations, including, but not limited to, Government Code § 12952, Inquiries regarding applicant's conviction history, etc.; Labor Code § 432.3, Voluntary disclosure of salary history by applicant, etc.; Labor Code § 432.7, Disclosure of arrest or detention not resulting in conviction, etc.; Labor Code § 1024.5, Use of consumer credit report for employments purposes; and 2 CCR 11017.1, Consideration of Criminal History in Employment Decisions.

24.2.1. Customer understands, acknowledges, and agrees that to the extent permitted by Oklahoma law:

24.2.1.1. Use of WFQA's exemplar FCRA pre-adverse and adverse action cover letters is not compliance with California's Fair Chance Act laws and regulations ("CFCA");

24.2.1.2. Use of WFQA's adjudication services is not a substitute for the due process requirements imposed by the CFCA;

24.2.1.3. WFQA is not exercising an administrative function traditionally exercised by Customer; and

24.2.1.4. WFQA is not a business entity agent for Customer as that term is defined by the California Supreme Court.

24.2.2. WFQA expressly disclaims that it is a business entity agent for Customer or that it is exercising any administrative functions traditionally exercised by Customer in its capacity as an employer.

24.3. **New York City, NY**. Customer hereby certifies that, if the Customer is domiciled, located, or operating as an employer in New York City, New York ("NYC"), and/or the Customer's request for and/or use of Reports pertains to an NYC resident or worker:

24.3.1. Customer will do the following to the extent permitted by Oklahoma law:

24.3.1.1. Comply with all aspects of NYC's Fair Chance Act ("FCA"), NYC Admin. Code § 8-107(10)-(11) and its Stop Credit Discrimination in Employment Act ("SCDEA"), NYC Admin. Code §§ 8-102(29), 8-107(9)(d), (24);

24.3.1.2. Not order Background Screening Services in violation of either the FCA or SCDEA;

24.3.1.3. Not use consents that violate the FCA or SCDEA;

24.3.1.4. Engage in a meaningful, substantive, compliant fair chance process in accordance with the process established in the legal enforcement guidance issued by the NYC Commission on Human Rights.

24.3.2. Customer understands, acknowledges, and agrees that:

24.3.2.1. It must not order a Report containing criminal history information until it has otherwise complied with the FCA by, among other things, extending a conditional offer of employment;

24.3.2.2. It must assess all other job qualifications, including ordering any non-criminal history Reports, before extending the conditional offer of employment and ordering a Report containing criminal history information;

24.3.2.3. Use of WFQA's exemplar FCRA pre-adverse and adverse action cover letters is not compliance with the FCA or SCDEA;

24.3.2.4. Use of WFQA's adjudication services is not a substitute for the due process requirements imposed by the FCA or SCDEA; and

24.3.2.5. WFQA is not an administrative agent for Customer and it does not undertake to perform Customer's compliance obligations under the FCA or SCDEA.

24.4. **Vermont**. If the Customer is domiciled, located, or operating as an employer in the State of Vermont, and/or the Customer's request for and/or use Reports pertains to an Vermont resident or worker, Customer, to the extent permitted by Oklahoma law, hereby certifies the following when ordering credit reports and employment verification reports containing WorkNumber® information provided by the TALX Corporation: it has read, understood, and will comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. §§ 2480, including § 2480e.

25. **Standard Search Procedures**. WFQA will use reasonable procedures designed to discover information relating to a Consumer.

25.1. County Criminal Search Procedures. With respect to criminal history information located at the county courthouse level, WFQA will search the Predominantly Used Index of the Central Court. Unless otherwise agreed in writing by the parties, in the ordinary course of providing Background Screening Services, WFQA shall not examine cases filed more than ten (10) years prior to the date the Report is ordered. From time to time, its discretion, WFQA may expand the search scope beyond ten years, but Customer understands, acknowledges, and agrees that no particular expansion of search scope, nor any reporting of cases filed more than ten years prior to the Report order date, shall be deemed to be an agreement or commitment by WFQA to search beyond ten years by file date for any other particular order.

25.2. Statewide Criminal Search Procedures. With respect to statewide criminal searches, WFQA shall use the public record resource that is, in its commercially reasonable judgment, both readily accessible and reasonably complete. Some statewide criminal searches will be conducted with the state law enforcement (executive) agency, while others will be conducted with the state (judicial) administrative office of courts. Please note: in some states, WFQA does not offer a statewide search; in other states, no statewide search is made available by the state to the public. If Customer desires WFQA to examine a particular statewide judicial or executive source, it must notify WFQA in writing and secure WFQA's written agreement to use that particular source in lieu of its standard source. Customer acknowledges that not all statewide judicial or executive agency systems report criminal history information to the same extent as county-level judicial courthouse searches, and that WFQA therefore recommends both statewide and county criminal searches for maximum state-level search results; furthermore, if a statewide agency returns a "no disposition" or inconclusive information, WFQA will automatically order and charge the Customer for a county judicial search to confirm the record.

25.3. Primary Name. Customer understands and acknowledges that WFQA conducts name-based background checks, i.e., WFQA uses the name supplied by the Customer or the Consumer (hereafter, the "Primary Name"), along with personal identifying information supplied by them, and examines or requests information from various sources for matching information. Customer understands and acknowledges that WFQA cannot verify that the Primary Name about which it is conducting a background screen is, in fact, the name of the applicant, employee, tenant, or other consumer with whom Customer is interacting. As between Customer and WFQA, Customer acknowledges that it is responsible for verifying the identity of the individual about whom it requests a Report to confirm the individual is who he represents himself to be.

25.4. Personal Identifying Information. Customer acknowledges that supplying accurate personal identifying information ("PII") on Consumers is essential to enabling WFQA to conduct an accurate and complete search for information. Customer understands that WFQA will not always catch typographical or clerical errors made by Customer or its Consumers when Reports are ordered. It is Customer's responsibility to review and confirm the accuracy of the PII used to perform the background check.

25.5. Address History. Customer acknowledges that, where applicable to a Report being prepared, the scope of any Social Security number-based trace report that is generated to create residential address history ("Address History Report") will be seven (7) years, unless otherwise agreed to in writing by the parties. Customer understands and acknowledges that WFQA makes no representation or warranty regarding the comprehensiveness or completeness of the Address History Report, i.e. a Consumer may have lived at other addresses. Customer also acknowledges and understands that, to the extent it instructs WFQA to search less than all the jurisdictions reported on the Address History Report, WFQA may not be searching a jurisdiction that potentially contains criminal records belonging to the subject Consumer. Where Customer orders Reports by submitting Authorizations to WFQA for manual ordering, WFQA shall search all locations disclosed on the Authorization unless otherwise provided for in writing from the Customer.

25.6. Scope of Name-based Searches. Customer acknowledges WFQA generally only reports information matching the Primary Name. Customer understands that Consumers may have used other names besides their Primary Name, e.g., a maiden name, a prior married surname, a different first name used prior to gender transition, a legal full name change, use of middle name as a first, a diminutive, a slightly misspelled variant of the Primary Name, etc. Collectively, these alternate names are known as "Also-Known-As" names or "AKAs" or "Aliases." On rare occasion, when the data contained in the source record readily permits, WFQA may report a record relating to an AKA; however, as a general course, WFQA only reports Primary Name matches. CUSTOMER AGREES IT WILL NOT RELY ON, ASSUME, OR EXPECT WFQA TO REPORT A RECORD RELATING TO AN AKA WHEN CUSTOMER HAS ONLY ASKED WFQA TO SEARCH FOR RECORDS RELATING TO THE PRIMARY NAME.

25.7. Alias Names.

25.7.1. When placing orders for Reports in WFQA's platform, Customer shall have the option manually to add an AKA to the order for WFQA to search.

25.7.2. When Customer directs a Consumer to use WFQA's electronic ordering process, the Consumer will be offered the opportunity to disclose AKAs, and WFQA will search those disclosed AKAs unless Customer has established ahead of time that the order is to be placed on hold for the Customer to review and decide whether to run the Consumer's self-disclosed AKA.

25.7.3. WFQA has the ability to develop a list of potential AKAs on a Consumer using a commercial database. WFQA makes no representation or warranty regarding the comprehensiveness of the database, i.e., a Consumer may have used an AKA that is not reported in the database. Furthermore, Customer understands and acknowledges that WFQA may not attribute a criminal case to a Consumer merely because the database reports an AKA name that corresponds to a criminal defendant's name. WFQA will use such procedures and protocols as are required to satisfy itself that any AKA attribution is the product of reasonable procedures designed to assure maximum possible accuracy. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EACH AKA SEARCHED TYPICALLY ADDS SIGNIFICANT CHARGES, COSTS, AND FEES TO THE PRICE OF A CONSUMER REPORT. CUSTOMER AGREES TO PAY ANY SUCH ADDITIONAL CHARGES, COSTS AND FEES FOR EACH AKA SEARCHED TO THE EXTENT DISCLOSED TO THE CUSTOMER AND AGREED UPON IN ADVANCE BY THE CUSTOMER.

26. **Standard Reporting Procedures**.

26.1. Customer acknowledges that WFQA will only report (i) pending criminal cases and (ii) felony and misdemeanor convictions for the **SEVEN YEARS** preceding the date of the request for a Report, even though the consumer may have convictions which are older than seven years, unless a different reporting scope is expressly agreed to by the parties in writing, such alternate reporting scope being contingent upon, and limited by, the parameters of state law. Certain low-level convictions, such as ordinance violations, infractions, and traffic violations, may not be reported, even though they may be technically classified as misdemeanor-level offenses under a given state's law.

26.2. The time period for determining the reportability of pending cases shall be calculated from the case's file date. The time period for determining the reportability of cases with convictions shall be calculated from the date of conviction. If customer desires to receive convictions occurring more than seven years prior to the date of the Report, it must notify WFQA and the parties must execute an addendum to the SW1055 expanding both the search and the report scopes.

26.3. Federal and state consumer reporting laws require WFQA to establish a match of identity between the record containing adverse information and the Consumer; if WFQA cannot establish this identity match to its commercially reasonable satisfaction, WFQA will not report the adverse information. Customer understands and acknowledges that WFQA therefore cannot report all adverse information located because, in its sole discretion and determination, an identity match could not be established.

26.4. Customer understands and acknowledges that, when reporting criminal history information obtained from a records of arrests and prosecutions sheet (a "RAP Sheet") procured from a statewide law enforcement (executive) agency, WFQA in its role as a consumer reporting agency cannot report all information contained therein, even though state law may require Customer to obtain a complete and unredacted copy of the RAP Sheet. If Customer is required to obtain and maintain in its files a complete copy of a RAP Sheet, WFQA recommends Customer purchase a third-party administrative record retrieval service.

27. **Reporting of Non-Conviction Adverse Information**.

27.1. The term "Non-Conviction Adverse Event" shall mean any adverse item about a consumer other than a criminal conviction as that term is defined under applicable state or federal law. The following is an illustrative list of examples of Non-Conviction Adverse Events: (a) records of arrest not leading to conviction, (b) dismissed criminal charges, (c) juvenile adjudications, (d) completed deferred adjudications, (e) dismissed or vacated convictions, (f) dispositions which may qualify as convictions under federal law but which do not constitute convictions under state law, (g) moving violation reports, (h) driver's license suspensions, (i) adverse professional licensing actions, (j) sanctions or exclusion history information, and (k) civil suit information. Note: this list is not exhaustive. As a general principle, unless an adverse event is a conviction, it should be considered a Non-Conviction Adverse Event; however, pending charges are not considered Non-Conviction Adverse Events unless the file date of the case is older than seven years.

27.2. WFQA does not ordinarily report Non-Conviction Adverse Events, even if they occurred in the last seven years, unless one of the following applies: (a) Customer orders a specific search that pertains to Non-Conviction Adverse Events, such as driver's license reports, sanctions and exclusion searches, professional licensure verifications, and civil searches; or (b) the parties agree in writing that WFQA shall furnish Non-Conviction Adverse Events, subject to any limitations on reporting imposed by federal and state consumer reporting laws as well as any other limitations as to the scope and extent of reporting agreed upon by the parties. Customer understands and acknowledges that, from time to time, WFQA may in its sole discretion cease reporting Non-Conviction Adverse Events, provided, however, that WFQA shall provide prompt notice of a discontinuation of the reporting of material Non-Conviction Adverse Events.

27.3. For professional licensing-related sanctions, exclusions, and similar adverse information, WFQA will only report the status of the Primary Name for the last seven years with regard to that adverse information. For motor vehicle or driving record reports, WFQA will report the information returned by the state department of motor vehicle for the driver's license number supplied but said information will not exceed seven years of age. In some states, the motor vehicle bureau only provides less than seven years of information, e.g., three or five years of information.

28. **Use of Commercial Databases**. Customer understands and acknowledges that searches of commercial databases (e.g., national criminal search, Social Security number trace search, and other "instant" searches) are only for the purpose of producing residential address history and criminal history information that may *potentially* be related to the Consumer. WFQA will not report such information to Customer. Customer

agrees that it will not take any adverse action against a Consumer on the basis of an open or pending search by WFQA of a commercial database, but it will instead wait for WFQA's report of any information from judicial or executive agency public record repositories.

29. **Underlying Data**. WFQA is not a data aggregator. Some of the data it uses in compiling its Reports is licensed, and it otherwise does not archive all data upon which it relies in preparing and assembling Reports. Data may be discarded, deleted or otherwise not saved once any given Report is completed.

30. **Evolving Reporting Standards**. WFQA will exercise its judgment consistent with federal and state laws and regulations and industry best practices in determining whether adverse information is legally reportable. Due to the continuing evolution of the law with regard to what is, and is not, legally reportable under federal and state consumer reporting statutes, the foregoing reporting procedures are subject to change from time to time. Customer acknowledges, understands, and agrees that WFQA, in its sole and absolute discretion, may modify, change, expand, or narrow the scope and extent of what it reports. WFQA shall make commercially reasonable efforts to notify Customer of material changes to reporting procedures.

31. **Intellectual Property**. Under these particular terms and conditions, WFQA is in the business of providing consumer reporting services. Any information supplied to Customer, irrespective of its format, is not "work made for hire." WFQA is the sole and exclusive owner of all right, title, and interest in and to its consumer files, all Consumer Information contained therein, and any Consumer Reports furnished therefrom. To the extent it is able to do so, WFQA grants to Customer an irrevocable, non-exclusive, non-transferable, limited license to use any Consumer Information supplied for Customer's internal purpose only. Customer shall not compile, store, aggregate, use, re-sell, distribute, or disseminate consumer information for commercial purposes.

32. **Management of Consumer Data**.

32.1. WFQA, in its sole and absolute discretion, may delete Consumer Reports and related documents in accordance with its internal retention and deletion policy. Customer understands and acknowledges that (i) WFQA does not retain Consumer Reports or associated documents on Customer's behalf for any period of time; (ii) should Customer desire to maintain its own archival copy of Consumer Reports and related documents, that it must download them as they are received; and (iii) a technology fee will be charged to the Customer, should it request a periodic mass export of archival Reports. Customer is not eligible for a mass export if it has an outstanding, past-due balance.

32.2. If SW1055 terminates or if the Customer's account is suspended due to non-payment, Customer's access to WFQA's Platform will be deactivated and Customer will not retain access to archival Reports.

32.3. Subject to Section 9.5 of Attachment B, in the event Customer assigns its rights and/or obligations under these Background Screening Terms & Conditions to another party pursuant to the relevant terms of SW1055, WFQA reserves the right, in its sole and absolute discretion, to decline to provide the Customer's assignee with access to or copies of Consumer Reports procured by or on behalf of the Customer if WFQA determine, in its sole discretion, that doing so may violate federal or state consumer reporting laws and regulations.

33. **Limited Warranties**. WFQA WARRANTS AND REPRESENTS THAT IT SHALL FOLLOW REASONABLE PROCEDURES TO ASSURE MAXIMUM POSSIBLE ACCURACY (AS DEFINED BY 15 U.S.C. § 1681E(B)) OF THE INFORMATION CONCERNING THE INDIVIDUAL ABOUT WHOM THE REPORT RELATES; WFQA FURTHER WARRANTS THAT THE INFORMATION CONTAINED IN A REPORT WILL BE THE INFORMATION SUPPLIED BY THE FURNISHER, SUBJECT TO ANY AND ALL RESTRICTIONS IMPOSED BY FEDERAL AND STATE LAWS ON THE NATURE, SCOPE AND EXTENT OF INFORMATION THAT IS PERMITTED TO BE DISCLOSED BY A CONSUMER REPORTING AGENCY; MOREOVER, SINCE WFQA IS NOT THE FURNISHER OF THE INFORMATION, AND THE INFORMATION THAT IS SUPPLIED BY THE FURNISHER TO WFQA IS SUPPLIED "AS IS," WFQA CAN LIKEWISE ONLY SUPPLY THE INFORMATION TO THE CUSTOMER "AS IS." WFQA IS REQUIRED BY LAW TO DISCLOSE THAT ITS REPORTS DO NOT GUARANTEE THE ACCURACY OR TRUTHFULNESS OF THE INFORMATION

CONTAINED THEREIN, BUT ONLY THAT IT IS ACCURATELY COPIED FROM PUBLIC RECORDS, WHERE APPLICABLE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

34. CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THE FEDERAL FAIR CREDIT REPORTING ACT PROVIDES THAT ANY PERSON WHO KNOWINGLY OR WILLFULLY OBTAINS INFORMATION FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH.