



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **MA210000001036**

CONTRACTOR	TALX CORPORATION	STATE	Program Manager	Various	Various
	11432 Lackland Rd.				
	St. Louis MO 63146				
	Amy Tinsley	Contract Administrator	Emily Massa	DTMB	
	740-497-1389			(517) 897-7321	
	amy.tinsley@equifax.com			massae@michigan.gov	
	CV0061824				

CONTRACT SUMMARY				
Employment Verification Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 1, 2021	June 30, 2026	2 - 1 Year	June 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 Year	☐		June 30, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$72,750,341.54	\$21,392,309.00		\$94,142,650.54	

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective June 2, 2026, the following changes are hereby incorporated into this contract: 1. The attached Schedule A is added to the contract. 2. The first option year is now exercised. The new contract expiration date is June 30th, 2027. 3. \$21,392,309.00 is added to the total contract value. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on June 2nd, 2026.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Lisa Listman	517-241-9153	listmanl@michigan.gov
TREA	Dan Mullin	517-335-7416	mullind@michigan.gov
LEO	Nathan Kammer	517-335-5035	kammern@michigan.gov
MSHDA	Marshall Brooks	517-241-0956	brooksm8@michigan.gov

SCHEDULE A – Statement of Work
Contract No. 210000001036
Employment Verification Services Change
Notice 5

1. **Amend Schedule A, Statement of Work Contract Activities, Section 1.1, General Requirements.** The parties desire to add a new Section 1.1.M to Schedule A Section 1.1 of the Agreement as outlined below, with all other subsections of Schedule A Section 1.1 remaining in full force and effect unless otherwise outlined herein:

“M. Continuous Evaluation for SNAP. Continuous Evaluation for SNAP will provide data-driven life change indicator(s) to help the Agency assess continued eligibility. Agency submits a portfolio of Consumers to EVS and EVS returns an information baseline of indicators from TWN, Person Search, and Contact Complete databases for the submitted Consumers to help identify the initial group of indicators which are expected to be greater in the first month than in the ongoing months if the files are maintained/submitted monthly consisting of the data elements described below, as selected by Agency (“Initial Run File”). Once the Initial Run File has been processed, Agency must pick which alerts it would like to receive at the time of order submission each month thereafter for each Consumer in the submitted portfolio of Consumers to EVS (each a “Run File”) from which it will receive indicators from The Work Number, Person Search, and Contact Complete databases for the Run File consisting of the data elements described below, as selected by Agency. Agency shall add new accounts or retire existing accounts from Agency’s portfolio when it submits each Run File in the required format. Continuous Evaluation for SNAP is only available through the EVS batch process and will include select data indicators from The Work Number Express Social Service Verification; Appriss Insights Person Search; Contact Complete; and Household Composition as and if such information is available, as follows:

- (1) **The Work Number® Indicators**¹. The Work Number Indicators may be based on the following data elements from The Work Number, where available, Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) pay rate, (viii) gross income.

SIMPLIFIED REPORTING		
Indicator	TWN Record Indicator Result (each individual)	Indicator Description
Total Household Gross Income Gap Exceeded	“Yes” or “No”	Provides insights into which households have a change in gross income available on TWN that exceeds an income threshold provided by the state.
ABAWD's Work Hours Below Monthly Requirement	“Y” or “N”	Provides an indication of whether the hours worked (as available in TWN) by an individual are less than 80 hours per month.

CHANGE REPORTING		
Indicator	TWN Record Indicator Result (each individual)	Indicator Description
Household Earned Income Threshold Exceeded	“Yes” or “No”	Provides insights into which households have a change in gross income available on TWN that exceeds an income threshold provided by the state.
Household Unearned Income Threshold Exceeded	“Yes” or “No”	Provides insights into which households have a change in gross income available on TWN that exceeds an income threshold provided by the state.

CHANGE REPORTING		
ABAWD's Work Hours Below Monthly Requirement	<u>"Yes" or "No"</u>	Provides an indication of whether the hours worked (as available in TWN) by an individual are less than 80 hours per month.
Household Member Changed Employers	<u>"Yes" or "No"</u>	Provides an indication of any household members that have a change in employers (as available in TWN).
Household Member New Employers	<u>"Yes" or "No"</u>	Provides insights into which household members have a new employer as available in TWN.
Household Member Terminated Employment	<u>"Yes" or "No"</u>	Provides an indication of any household members that have terminated employment as available in TWN.
Household Member's Hourly Rate Changed	<u>"Yes" or "No"</u>	Provides insights into which households members have a change in hourly rate as available in TWN.
Household Member's Job Status Changed	<u>"Yes" or "No"</u>	Provides an indication into which household members have a change in job status (as available in TWN), including change from Full-Time to Part-Time or Part-Time to Full-Time.

¹Agency **cannot** decision or take adverse action off any of The Work Number Indicators returned to Agency from the Continuous Evaluation for SNAP Service. In the event Agency desires to decision or take adverse action off any indicator(s) returned, Agency must pull separate record(s) from The Work Number Express Social Service Verification Service in accordance with Schedule A.

(2) Appriss Insights Person Search Indicators². Person Search indicators based on historical information on arrests and incarcerations, where available.

SIMPLIFIED REPORTING		
<u>Indicator</u>	<u>Record (by individual)</u>	<u>Indicator Description</u>
Household Member's 30 Day Incarceration	<u>"Yes" or "No"</u>	Provides an indicator that identifies when a current beneficiary has been incarcerated for greater than thirty (30) days.

CHANGE REPORTING		
<u>Indicator</u>	<u>Record (by individual)</u>	<u>Indicator Description</u>
Household Member's 30 Day Incarceration	<u>"Yes" or "No"</u>	Provides an indicator that identifies when a current beneficiary has been incarcerated for greater than thirty (30) days.

²Agency **cannot** decision or take adverse action off any **Appriss Insights Person Search Indicators** returned to Agency from the Continuous Evaluation for SNAP Service. In the event Agency receives an indicator(s) of change Agency must obtain a separate record(s) from the Appriss Insights Person Search Service in accordance with the terms, conditions, and pricing to be added by a separate amendment.

(3) Contact Complete™ Indicators³. Contact Complete indicators based on submitted identity information to multisource master data returning input match indicators for adult Consumers and potential adult household members ("Affiliates") at the same residence of the primary applicant after a comparison of submitted information against open source or publicly available information for current and previous addresses, in addition to death information, when available. Address and phone output includes type and dates report, and addresses are returned in standardized U.S. Postal Service format with a deliverability indicator.

SIMPLIFIED REPORTING		
<u>Indicator</u>	<u>Record (by individual)</u>	<u>Indicator Description</u>
Address Inquiry Hit or No Hit	<u>Not Applicable</u>	Provides an indicator that the submitted address matches an address in our data sources and is the most current as of address.

SIMPLIFIED REPORTING		
Household Member's Address Changed	Not Applicable	Provides an indicator that the most current as of address available has changed and is a different address.
Household Member's County Changed	Not Applicable	Provides an indicator that the most current as of address available has changed and is in a different county within the same state.
Household Member's Address County Changed	Not Applicable	Provides an indicator that the most current as of address available has changed and is in a different county with the same state.
Household Member's Address State Changed out of State	Not Applicable	Provides an indicator that the most current as of address available has changed and is in a different state.
Death Indicator for Household Member	Not Applicable	Provides an indicator that the submitted SSN is associated with a death indicator in our data sources.

CHANGE REPORTING		
Indicator	Record (by individual)	Indicator Description
Address Inquiry Hit or No Hit	Not Applicable	Provides an indicator that the submitted address matches an address in our data sources and is the most current as of address.
Household Member's Address Changed	Not Applicable	Provides an indicator that the most current as of address available has changed and is a different address.
Household Member's County Changed	Not Applicable	Provides an indicator that the most current as of address available has changed and is in a different county within the same state.
Household Member's Address State Changed out of State	Not Applicable	Provides an indicator that the most current as of address available has changed and is in a different state.
Death Indicator for Household Member	Not Applicable	Provides an indicator that the submitted SSN is associated with a death indicator in our data sources.

³Agency **cannot** decision or take adverse action off any **Contact Complete™ Indicators** returned to Agency from the Continuous Evaluation for SNAP Service. In the event Agency receives an indicator(s) of change Agency must obtain a separate record(s) from the Contact Complete Services in accordance with the terms, conditions, and pricing to be added by a separate amendment .

(4) ADDITIONAL TERMS AND CONDITIONS TO CONTINUOUS EVALUATION FOR SNAP

- A. Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.
- B. FCRA.** THE PARTIES ACKNOWLEDGE THAT ALL INDICATORS RETURNED FROM THE WORK NUMBER ARE A "**CONSUMER REPORT**" AS DEFINED BY THE FCRA.
- C. Delivery Channel(s).** The Continuous Evaluation for SNAP Service will provide automated or manual access to requested Data and/or Information, as available by that Service and selected by Agency via the EVS batch process for the ongoing delivery of that Service. Data and/or Information will be delivered via the same mode it was requested.
- D. Batch Input and Delivery.** Agency is solely responsible for providing a file in the correct format and for ensuring that the file being submitted in not a redundant request or submitted in error. Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) Consumer social security numbers to EVS using

EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant charges and/or fees in accordance with the Agreement. Following a request consistent with the input requirements, above, EVS will delivery a return file of Data via the secure batch website. To be clear regarding duplicate submissions, Agency will be charged for each and every Consumer social security number submitted that results in a "Transaction" (defined below) or a "Submission" (defined below), as appropriate for the relevant pricing mechanism, even if the same Consumer social security number is submitted multiple times. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

- E. Data Sharing.** Agency agrees and understands that EVS shall pass through the Data and/or batch files submitted to it by Agency to Enformion, Inc. ("**Enformion**") as third-party provider who shall process the Data and/or batch files then return the results to EVS who shall then pass through the results to Agency. Such transfers shall occur in accordance with the terms and conditions contained in the agreement between the parties, a separate agreement between EVS and Enformion, and applicable law. Agency expressly acknowledges and authorizes such data transfer to facilitate and provide the Services contracted for herein. EVS may separate the Data and/or batch files submitted by Agency for this pass-through process to limit the information shared with Enformion to the minimum amount needed to provide the Service; and EVS may return the Data and/or batch files and its results in one output file or in separate output files depending on the relevant returning party. EVS will ensure that Enformion will comply with all applicable terms of this Contract. EVS is responsible and liable for the acts, omissions, and any failure to comply with the terms of the Agreement for Enformion to the same extent as if such acts, omissions, or failure were caused by EVS or its employees. EVS is responsible for all fees and expenses payable to, by or on behalf of Enformion in connection with this Contract.
- F. Single-Use and MultiVerify Program Clarification.** The indicators from the Continuous Evaluation for SNAP Service are to be used on a single-use basis.
- G. Program Use.** The indicators from the Continuous Evaluation for SNAP Service are to be accessed and used only by Michigan Department of Health and Human Services (MDHHS).**Amend Schedule B, Pricing, Section D.** The parties desire to add a new pricing table specific to the additional Service to be offered after Section C which shall be labeled as Section D, as outlined below, with the remaining Sections D – G to take on the next letter alphabetically but otherwise remain in full force and effect unless otherwise outlined herein:

Term: 5/1/2026 – 6/30/2026

Service Name		Subscription Payment	Number of Total Included Submissions Across Services	Monthly Installment Charge
Continuous Evaluation	Internal EFX Use			
Continuous Evaluation for SNAP - Express Social Service Verification Indicator(s) - Person Search Indicator(s) - Contact Complete Indicator(s) - Household Composition Indicator(s)	0210131944	Waived	Unlimited Subscription	Waived
Overage Charges (per Submission)	0210131944	Not applicable under the unlimited subscription model		
One-Time Initial Run File Fee	0210131944	Waived		

2. **Amend Schedule B, Pricing, Section F.** The parties desire to add a new pricing table specific to the additional Service to be offered after Section E which shall be labeled as Section F, as outlined below, with the remaining Sections G – H to take on the next letter alphabetically but otherwise remain in full

force and effect unless otherwise outlined herein:

“F. Continuous Evaluation for SNAP – Pricing Terms and Conditions.

(1) Submission. For audit trail and usage tracking purposes, each Submission and is based on the single-use program selected and for that program’s decision. A 'Submission' is defined as a database search regardless of whether or not data is returned.

(2) Included Submissions. There are an unlimited number of Submissions Included in the Subscription Payment during the Term under the unlimited subscription model selected by the Agency. The relevant Services and returned Submissions available through the Subscription Payment must be used by the Agency for its denoted permissible purpose and denoted single-use Program.

(3) Annual Subscription. Reserved.

(4) Overages. No Overage Submissions shall be available to Agency for use, and accordingly, no Overage Fees shall be charged during the Terms under the unlimited subscription model selected by the Agency.

(5) One-time Initial Run File Fee. Reserved.”

3. **Amend Schedule B, Pricing, Clarification.**_ The parties desire to clarify and for the avoidance of doubt that based on the preceding amendments that the naming conventions for the Sections of Schedule B shall be as follows unless otherwise outlined herein:

1. Sections A-C remain unchanged in order such that Section A denotes that pricing includes all costs; Section B denotes that bills are to be sent individually; and Section C outlines The Work Number Express Social Service Verification Pricing.
2. Section D now denotes the pricing table for Continuous Evaluation for SNAP.
3. Section E now denotes the pricing table for Commercial Verification of Employment Pricing for the Office of Michigan Guaranty Agency (MGA).
4. Section E now denotes the pricing terms and conditions for The Work Number Express Social Service Verification.
5. Section F now denotes the pricing terms and conditions for Continuous Evaluation for SNAP.
6. Section G now denotes the pricing terms and conditions for Commercial Verification of Employment.
7. Section H now denotes the Additional Service Fees.



STATE OF MICHIGAN PROCUREMENT
Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **MA210000001036**

CONTRACTOR	TALX CORPORATION
	11432 Lackland Rd.
	St. Louis MO 63146
	Amy Tinsley
	740-497-1389
	amy.tinsley@equifax.com
	CV0061824

STATE	Program Manager	Various	Various
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY						
Employment Verification Services						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE			
July 1, 2021	June 30, 2026	2 - 1 Year	June 30, 2026			
PAYMENT TERMS		DELIVERY TIMEFRAME				
N/A		N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No			
MINIMUM DELIVERY REQUIREMENTS						
N/A						
DESCRIPTION OF CHANGE NOTICE						
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE		
☐		☐	0 Years			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE				
\$72,750,341.54	\$0.00	\$72,750,341.54				

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective December 10th, 2025, the attached Schedule A - Statement of Work is added to the Contract to enable use of the Service by the Michigan Department of Corrections as an additional Authorized User. For clarity, the provisions added to the Contract in the attached Schedule A – Statement of Work will fall under a new header labeled “MDOC” and come after the “MSHDA” section and before the “Scope” section. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
LEO	Nathan Kammer	517-335-5035	kammern@michigan.gov
MSHDA	Marshall Brooks	517-241-0956	brooksm8@michigan.gov
MDHHS	Charie Springfield		SpringfieldC@michigan.gov
TREA	Michelle Spitzley		SpitzleyM1@michigan.gov
MDOC	Christopher Hopcraft		HopcraftC@michigan.gov

CN 4 – STATEMENT OF WORK - MDOC

Michigan Department of Corrections serves individuals in the criminal justice system that may have significant barriers to employment, rely on several social safety net programs for support and could benefit from receiving agency services while under supervision. Services provided include, but are not limited to: assessments, vocational counseling and guidance, information and referral, vocational training, job related services, job placement, and employment retention supports.

Verifying employment would assist MDOC employment specialists in identifying employed clients, obtaining appropriate employment documentation, and providing additional support to those clients that are unemployed or underemployed.

MDOC will use the system statewide, with a focus on those clients that have completed job training or educational programs while incarcerated, allowing MDOC employment specialists to obtain employment verification for those that are subsequently released from prison. Access to the system will be useful to locate clients believed to be employed but where lack of communication and client contact has been difficult.

The Offender Success program would benefit by enabling the agency to accurately report competitive integrated employment outcomes. This reporting is necessary to comply with state statutory reporting requirements for the Department.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number MA210000001036

CONTRACTOR	TALX CORPORATION
	11432 Lackland Rd.
	St. Louis MO 63146
	Amy Tinsley
	740-497-1389
	amy.tinsley@equifax.com
	CV0061824

STATE	Program Manager	Various	Various
	Contract Administrator	Emily Massa	DTMB
		517-897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY				
Employment Verification Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 1, 2021	June 30, 2026	2 - 12 Months	June 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$36,867,862.54	\$35,882,479.00	\$72,750,341.54		

DESCRIPTION
Effective July 30, 2024, the following changes are hereby incorporated into this Contract: 1. Schedule A - Statement of Work has been updated and amended, per the attached Schedule A. 2. Schedule B - Pricing has been updated and amended, per the attached revised Schedule B. 3. This Contract is increased by \$35,882,479.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board Approval on July 30, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Lisa Listman	517-241-9153	listmanl@michigan.gov
TREA	Dan Mullin	517-335-7416	mullind@michigan.gov
LEO	Nathan Kammer	517-335-5035	kammern@michigan.gov
MSHDA	Marshall Brooks	517-241-0956	brooksm8@michigan.gov

SCHEDULE A – Statement of Work
Contract No. 210000001036
Employment Verification Services
Change Notice 3

1. **Amendment to Section 3.c of the Agreement.** The parties desire to amend Section 3.c of the Agreement by replacing it in full with the following language, with all other subsections of Section 3 remaining in full force and effect unless otherwise outlined herein:

“c. Agency certifies that it will order Data from TWN only when Agency (i) intends to use the Data in accordance with the Fair Credit Reporting Act (“FCRA”) and all state law FCRA counterparts as though the Data is a consumer report, and (ii) has obtained one of the following FCRA permissible purposes: (1) in connection with a determination of the consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status; (2) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; (3) when Agency has, and in accordance with, the written instructions of the consumer to whom the information relates; or (4) child support matters, and for no other purpose.”

2. **Amendment to Section 3.k of the Agreement.** The parties desire to amend Section 3.k of the Agreement by replacing it in full with the following language, with all other subsections of Section 3 shall remain in full force and effect unless otherwise outlined here:

“k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Agency activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Agency’s requests for Data or Information and/or its use of Data or Information. Agency shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Agency (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to reasonably access its premises, records, and personnel, in accordance with Agency’s onsite security practices and procedures, for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. As it relates to Consumer authorization to verify information, including but not limited to the Consumer’s income, upon reasonable request by EVS at any time, Agency shall provide the Consumer’s authorizations to this effect and records as EVS may reasonable request to conduct such audit(s). Agency’s failure to fully cooperate or to produce the requested authorizations and records thereto may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit. Agency may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address

3. **Amendment to add Section 3.m to the Agreement.** The parties desire to add a new Section 3.m to the Agreement as outlined below, with all other subsections of Section 3 shall remain in full force and effect unless otherwise outlined herein:

“m. **Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. (“GLB”) and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.”

4. **Amend Schedule A, Statement of Work Contract Activities, Section 1.1, General Requirements.** _ The parties desire to add a new Sections 1.1.J – 1.1.L to Schedule A Section 1.1 of the Agreement as outlined below, with all other subsections of Schedule A Section 1.1 shall remain in full force and effect unless otherwise outlined herein:

“J. Single-Use Programs: Agencies obtaining Data for use by a single-use program, as listed below or its counterpart under Agency’s local nomenclature, must each individually obtain the Data and use it only once per Transaction, and for no other purpose. The specific permissible purpose and use for the particular program shall be provided by the Agency at the time of each request. Transactions may not be shared or used amongst Agencies or across programs. Data provided from The Work Number for a program stated below is based on one use/one decision per Transaction per program, for each of the following programs:

- Child Support

K. MultiVerify™ Programs: The MultiVerify household assistance program is based on the use of one Transaction by more than one household assistance program, when such Transaction is obtained in conjunction with the administration of one of the multiple household assistance programs listed below, and no other purpose. The specific permissible purpose and use for the additional household assistance program(s) shall be provided by the Agency at the time of the Agency’s request for Data. Data provided from The Work Number for any of the household assistance programs listed below, or its counterpart under Agency’s local nomenclature, is based on multiple household assistance programs using the same Transaction once for the purpose in which it was obtained and no other purpose. The following household cash, health, and child care assistance programs included in the multi-use household assistance program are as follows:

- SNAP
- TANF
- LIHEAP
- Child Care
- Medicaid
- Medical Assistance Programs
- Unemployment Insurance
- Workforce Programs
- Children Health Insurance Programs

- L. Workforce Programs:** Agency may order Data from the Service when Agency intends to use the Data in accordance with the written instructions of the Consumer to whom it relates in accordance with Section 604(a)(2) of the FCRA, and only as it is requested using the TWN SSV service, as further described herein, specifically for the purposes of a government funded state and/or local workforce agency and program, and for no other purpose. Data provided constitutes a consumer report as defined by the FCRA. Agency certifies that it will access and use the Data only in accordance with the written instructions of the Consumer and in accordance with the FCRA and all state law FCRA counterparts.”

SCHEDULE B – PRICING
Contract No. 210000001036
Employment Verification Services

- A.** Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- B.** While each participating Agency will be billed individually, all State of Michigan agencies identified in this Contract will be charged the same rate for any found records.
- C. The Work Number® Express Social Service Verification Pricing for the State of Michigan:**

Term: 7/1/2024 – 6/30/2025

Service Name			Minimum Annual Block Price	Block Transactions Included	Monthly Fixed Fee ¹	Overage Block Transactions Included
Express Social Service Verification	Internal EFX Use					
Commitment Service (Annual)	0210111385		\$12,802,500.00	2,250,000 Transactions	\$1,066,875.00	225,000 Transactions
Overage Block Price (per Block)	3 Full Months	0210112497	\$1,536,300.00			
	6 Full Months	0210112511				
	1 Full Year	0210112512				
	3 Full Years	0210112513				
	Purchase All	0210112514				
	Additional Records	0210111384				
Annual MultiVerify Subscription Service	0210122840		\$4,152,499.00 (a \$346,041.58 MultiVerify Monthly Fixed Fee)			

Term: 7/1/2025 – 6/30/2026

Service Name			Minimum Annual Block Price	Block Transactions Included	Monthly Fixed Fee ¹	Overage Block Transactions Included
Express Social Service Verification	Internal EFX Use					
Commitment Service (Annual)	0210111385		\$13,927,500.00	2,250,000 Transactions	\$1,160,625.00	225,000 Transactions
Overage Block Price (per Block)	3 Full Months	0210112497	\$1,671,300.00			
	6 Full Months	0210112511				
	1 Full Year	0210112512				
	3 Full Years	0210112513				
	Purchase All	0210112514				
	Additional Records	0210111384				
Annual MultiVerify Subscription Service	0210122840		\$4,999,980.00 (a \$416,665.00 MultiVerify Monthly Fixed Fee)			

Term: 7/1/2026 – 6/30/2027

Service Name			Minimum Annual Block Price	Block Transactions Included	Monthly Fixed Fee ¹	Overage Block Transactions Included
Express Social Service Verification	Internal EFX Use					
Commitment Service (Annual)	0210111385		\$15,592,500.00	2,250,000 Transactions	\$1,299,375.00	225,000 Transactions
Overage Block Price (per Block)	3 Full Months	0210112497	\$1,871,100.00			
	6 Full Months	0210112511				
	1 Full Year	0210112512				
	3 Full Years	0210112513				
	Purchase All	0210112514				
	Additional Records	0210111384				
Annual MultiVerify Subscription Service	0210122840		\$5,799,809.00 (a \$483,317.42 MultiVerify Monthly Fixed Fee)			

¹Monthly Fixed Fee = Minimum Annual Block Price divided into 12 equal installment payments.”

D. Commercial Verification of Employment Pricing for the Office of Michigan Guaranty Agency (MGA):

Product	Contract Term	Per Transaction Rate
Commercial Verification of Employment	Year 1 (7/1/2021 – 6/30/2022)	\$19.55
	Year 2 (7/1/2022 – 6/30/2023)	\$20.53
	Year 3 (7/1/2023 – 6/30/2024)	\$21.96
	Year 4 (7/1/2024 – 6/30/2025)	\$23.50
	Year 5 (7/1/2025 – 6/30/2026)	\$25.38
	Option Year 1 (7/1/2026 – 6/30/2027)	\$28.43
	Option Year 2 (7/1/2027 – 6/30/2028)	\$31.84

E. The Work Number Express Social Service Verification - Pricing Terms and Conditions.

- Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.
- Order Date Ranges.** The above pricing reflects the rate for each Transaction. The specific use(s) or program(s) shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various “pay date” range or “Purchase all” options. Order options include: “3 full months,” “6 full months,” “1 full year,” “3 full years,” and “Purchase all” records. Date ranges go back in full calendar months, i.e. selecting “3 full months” on January 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- Overages and Annual Commitment.** The Minimum Annual Block Price for the Service(s) listed above will be payable in 12 equal Monthly Fixed Fee installments. The Annual MultiVerify Subscription Service fee for the Service(s) listed above will be payable in 12 equal MultiVerify Monthly Fixed Fee installments. Agency agrees and acknowledges that the Monthly Fixed Fee and MultiVerify Monthly Fixed Fee will be due and payable even when no transactions are processed during the period. Prior to the Transactions in the block chosen being exhausted, Agency must purchase another block of Transactions to continue the Service. If another block of Transactions is not purchased prior to the then active block being exhausted, Agency shall be automatically enrolled in the Overage Block

Transactions Included at the Overage Block Price which shall be re-elected thereafter upon exhaustion of the then current block until the then effective Term has expired. The charge for such block(s) will be spread across the months remaining in the then contract Term. At the end of the Term or upon termination by Agency, if the Agency has not met the Block Transactions Included as required, Agency shall pay one hundred percent (100%) of the remaining Minimum Annual Block Price and Annual MultiVerify Subscription Service due under the then current year obligation. Should the Agency terminate prior to the end of the month for any reason other than a lack of appropriation or negative appropriation, that month's Monthly Fixed Fee and Monthly MultiVerify Fixed Fee, along with any Overage Blocks then triggered and any unpaid invoices until that time, shall be considered part of the remaining balance for the Services offered and provided through the point of termination. All sums due as triggered under these circumstances will be paid as set forth in the Agreement.

- **FNS EVS Program.** Agency may participate in the FNS EVS Program for its eligible MultiVerify programs when it (1) maintains a valid agreement with EVS for use of the Services and Data; (2) has signed the MOU, including its Exhibit A, with FNS; and (3) specifics which programs will be utilizing a specific TWN report each time Data is requested. TWN transactions returned that qualify under the FNS EVS program requirements will be invoiced to FNS while those that do not satisfy those requirements will be involved directly to the Agency under this Agreement. The specific FNS EVS program requirements have been provided under separate cover, these requirements may change from time-to-time based upon FNS and program requirements.

F. Commercial Verification of Employment – Pricing Terms and Conditions.

- Contractor has provided pricing for the Commercial Verification of Employment specific to the Office of Michigan Guaranty Agency in support of collection activities. Approved use is limited to obtain employment on defaulted loan borrowers for the purpose of wage garnishment on borrowers that do not submit voluntary monthly payments.
- **Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.
- **Order Date Ranges.** The above pricing reflects the rate for each Transaction. The specific use(s) or program(s) shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various "pay date" range or "Purchase all" options. Order options include: "3 full months," "6 full months," "1 full year," "3 full years," and "Purchase all" records. Date ranges go back in full calendar months, i.e. selecting "3 full months" on January 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.

G. Additional Service Fees:

	Internal EFX Use	
Annual Setup Fee	0210100037	Waived
Monthly Account Servicing Fee	0210100693	Waived



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **210000001036**

CONTRACTOR	TALX CORPORATION	STATE	Program Manager	Various	MULTI
	11432 Lackland Rd.				
	St. Louis, MO 63146				
	Amy Tinsley		Contract Administrator	Jillian Yeates	DTMB
	740-497-1389			(517) 275-1131	
	amy.tinsley@equifax.com			yeatesj@michigan.gov	
	CV0061824				

CONTRACT SUMMARY				
EMPLOYMENT VERIFICATION SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
July 1, 2021	June 30, 2026	2 - 1 Year		June 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other				☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$33,703,280.20	\$3,164,582.34		\$36,867,862.54	
DESCRIPTION				
Effective June 6, 2023, the following changes are hereby incorporated into this Contract:				
1. Year Three Pricing has been updated and amended from Tier Pricing to Block Pricing, per the attached Year Three Pricing Amendment.				
2. This Contract is increased by \$3,164,582.34.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board Approval on June 6, 2023.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Lisa Listman	517-241-9153	listmanl@michigan.gov
TREA	Dan Mullin	517-335-7416	mullind@michigan.gov
LEO	Nathan Kammer	517-335-5035	kammern@michigan.gov
MSHDA	Marshall Brooks	517-241-0956	brooksm8@michigan.gov

Year Three Pricing Amendment:

Pricing Proposal

State of Michigan

PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE

USE-CASE: VERIFICATION OF EMPLOYMENT AND INCOME for benefits eligibility

Block Pricing - Contract Term: 7/1/2023 - 6/30/2024

Fee / Month	Block Transactions Included	Minimum Annual Block Price	Overage Block Price (per block)	Overage Block Transactions Included
\$1,066,666.67	2,500,000	\$12,800,000	\$1,280,000	250,000

OTHER CHARGES

Account Service Fee (Monthly Charge)	\$4,000
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Pricing Terms & Conditions:

The above pricing reflects the rate for each successful hit and is based on one use/decision per hit. A hit is defined by a database search which successfully returns data. Each employer returned in a Verification Report constitutes a separate "Transaction". For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.

The Minimum Annual Block Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. EFX will monitor the block and advise when the agency is approaching the maximum allowed. Prior to the hits in the block chosen being exhausted, agency must purchase another block of transactions to continue the service. The charge for that block(s) will be spread across the months remaining in the contract term.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **210000001036**

CONTRACTOR	TALX CORPORATION	STATE	Program Manager	Various	MULTI
	11432 Lackland Rd.				
	St. Louis, MO 63146				
	Amy Tinsley		Contract Administrator	Jillian Yeates	DTMB
	740-497-1389			(517) 275-1131	
	amy.tinsley@equifax.com			yeatesj@michigan.gov	
	CV0061824				

CONTRACT SUMMARY				
EMPLOYMENT VERIFICATION SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
July 1, 2021	June 30, 2026	2 - 1 Year		June 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other				☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$33,703,280.20	\$0.00	\$33,703,280.20		
DESCRIPTION				
Effective May 13, 2022, the following changes are hereby incorporated into this Contract:				
1. Year One Pricing has been updated and amended to include Overage Block Pricing, per the attached Pricing Proposal.				
2. Year Two Pricing has been updated and amended from Tier Pricing to Block Pricing, per the attached Pricing Proposal.				
3. Schedule C is hereby updated and replaced with the attached Schedule C - Insurance Requirements.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				

Year One Pricing Amendment:**Pricing Proposal****State of Michigan DHS**

PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE

USE-CASE: VERIFICATION OF EMPLOYMENT AND INCOME for benefits eligibility

Overage Block Pricing - Current Contract*

Pricing is offered as an amendment to the current contract and should replace the prior agreed to overage block pricing

Overage Block Price	Overage Block Transactions Included
1,200,500	350,000

Pricing Terms & Conditions:

The Minimum Annual Block Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. EFX will monitor the block and advise when the agency is approaching the maximum allowed. Prior to the hits in the block chosen being exhausted, agency must purchase another block of transactions to continue the service. The charge for that block(s) will be spread across the months remaining in the contract term.

Year Two Pricing Amendment:

Pricing Proposal

State of Michigan DHS

PRODUCT: THE WORK NUMBER EXPRESS SOCIAL SERVICE

USE-CASE: VERIFICATION OF EMPLOYMENT AND INCOME for benefits eligibility

Block Pricing - Contract Term: 7/1/2022 - 6/30/2023

Fee / Month	Block Transactions Included	Minimum Annual Block Price	Overage Block Price (per block)	Overage Block Transactions Included
\$791,666.67	2,500,000	\$9,500,000	\$950,000	250,000

OTHER CHARGES

Account Service Fee (Monthly Charge)	\$4,000
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Pricing Terms & Conditions:

The above pricing reflects the rate for each successful hit and is based on one use/decision per hit. A hit is defined by a database search which successfully returns data. Each employer returned in a Verification Report constitutes a separate "Transaction". For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.

The Annual Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. Each hit performed above the Included Annual Hits, will be charged at the overage fee noted above and shall be billed beginning in the month in which the Included Annual Hits are exceeded.

The Minimum Annual Block Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. EFX will monitor the block and advise when the agency is approaching the maximum allowed. Prior to the hits in the block chosen being exhausted, agency must purchase another block of transactions to continue the service. The charge for that block(s) will be spread across the months remaining in the contract term.

SCHEDULE C – INSURANCE REQUIREMENTS

Insurance Requirements. Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Required Limits	Additional Requirements
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate Deductible Maximum: \$50,000 Per Loss	

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 525 W. Allegan St., Lansing, MI 48933
 PO Box 30026, Lansing, MI 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001036**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	TALX Corporation, a provider of Equifax Verification Services
	11432 Lackland Rd.
	St. Louis, MO 63146
	Amy Tinsley
	740-497-1389
	amy.tinsley@equifax.com
	CV0061824

STATE	Program Manager	Multiple – See Attached	
	Contract Administrator	Jillian Yeates	DTMB
		517-275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Employment Verification Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2021	June 30, 2026	2, 1-Year	June 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 210000000625. Orders for Delivery will be issued directly by the Departments through a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$33,703,280.20	

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	MDHHS	Lisa Listman	517-241-9153	listmanl@michigan.gov
2	Treasury	Dan Mullin	517-335-7416	mullind@michigan.gov
3	LEO	Nathan Kammer	517-335-5035	kammern@michigan.gov
4	MSHDA	Marshall Brooks	517-241-0956	Brooksm8@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

CONTRACT TERMS

UNIVERSAL MEMBERSHIP AGREEMENT

for

Equifax Verification Services for Social Services

This Universal Membership Agreement (the “**Agreement**” or “**Contract**”) is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri (“EVS” or “Contractor”), and the State of Michigan (“Agency” or “State”). This Agreement is effective on July 1, 2021 (“Effective Date”), and unless terminated, expires on June 30, 2026 (“Term”).

This Contract may be renewed for up to 2 additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

RECITALS:

- A. EVS operates The Work Number® (“TWN”) a service used to verify employment and income information about an individual (“Consumers”), and various other services (“EVS Services”) used to verify certain Consumer information (TWN and EVS Services are collectively referred to herein as the “Service”); and
- B. Agency wishes to use the Service to verify certain Consumer information.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, Schedule A-Statement of Work (“SOW”), and/or each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit, SOW, or Schedule, the order of precedence is: (a) first, the provisions of the Exhibit, (b) second, this Agreement, and (c) any SOW or Schedule A. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in the SOW and/or each Schedule A, even if the prior agreement contains an “entire agreement” or “merger” clause, and any such agreements are terminated.
2. **EVS OBLIGATIONS.** TWN will provide Agency with automated access to certain employment and/or income data (“Data”) furnished to EVS by employers, and the EVS service will provide Agency with Access to certain other information (“Information”) as described in each Schedule A and/or SOW attached hereto.
3. **AGENCY OBLIGATIONS.**
 - a. Agency shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A and/or SOW executed by the parties which may contain additional terms.
 - b. Agency shall pay for the Services as set forth in Schedule B – Pricing.
 - c. Agency certifies that it will order Data from TWN only when Agency intends to use the Data (i) in accordance with the Fair Credit Reporting Act (“FCRA”) and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data

CONTRACT TERMS

is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

- d. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS. No provision in this Agreement, including any exhibits attached hereto or incorporated herein, shall be construed to waive or otherwise limit the sovereignty rights and privileges of the State of Michigan. To the extent that this Agreement, including any exhibits attached hereto or incorporated herein, imposes any requirement to comply with the laws of any other state or local government, such requirement shall be limited to the extent allowable under Michigan law.
- e. Agency may use the Data and Information provided through the Service only as described in this Agreement. Agency may reproduce or store the Data and Information obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data and Information obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Agency first obtains EVS's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Agency may access, use and store the Data and Information only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Agency may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Agency first obtaining EVS's written permission.
- g. Agency represents it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Agency acknowledges it shall employ decision making processes reasonable and appropriate to the nature of the transaction and will utilize the Data and Information as part of its process.

CONTRACT TERMS

- i. Agency represents it has written authorization from the Consumer to verify income. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Agency is using the Service to collect on defaulted child support obligations, Agency is not required to obtain such authorization.
- j. Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Data or Information on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into an Agency Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Agency activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Agency's requests for Data or Information and/or its use of Data or Information. Agency shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Agency (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to reasonably access its premises, records, and personnel, in accordance with Agency's onsite security practices and procedures, for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Agency may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address

- l. Additional representations and warranties as may be set forth in each Schedule A and/or SOW, mutually agreed upon in writing between the parties.

4. AGENCY USE OF SERVICE.

Data on the Service may be accessed by Agency to verify Consumer's employment status ("The Work Number® Employment Verification") or income ("The Work Number® Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.

5. DATA SECURITY. This Section 5 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means an Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Agency's FCRA and other obligations with respect to the access and use of Data.

- a. Agency will, with respect to handling any Data or Information provided through the Service:
 - 1. ensure that only Authorized Users can order or have access to the Service,

CONTRACT TERMS

2. ensure that Authorized Users do not order Data or Information for personal reasons or provide Data or Information to any third party except as permitted by this Agreement,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
4. ensure that all devices used by Agency to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, user names, User IDs, and any passwords Agency may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.
6. change Agency passwords at least every ninety (90) days or sooner if Agency suspects an unauthorized person has learned the password; and perform at a minimum, semi-annually entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any Agency user who is no longer responsible for accessing the Service,
7. adhere to all security features in the software and hardware Agency uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unregistered wireless hand-held communication device, that have not gone through Agency's device enrollment, access, and authentication process. Such process shall be reviewed and approved by EVS prior to allowing access to Services via any hand-held communication device,
10. not use non-agency owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data or Information. In addition, Data and Information must be encrypted when not in use and all printed Data and Information must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, Industry Standard Practices for the type of Data and Information received from EVS must be employed,
11. if Agency sends, transfers or ships any Data or Information, encrypt the Data and Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), encrypted algorithms,
12. not ship hardware or software between Agency's locations or to third parties without deleting all of EVS's Confidential Information Agency number(s), security codes, User IDs, passwords, Agency user passwords, and any consumer information, or Data,

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13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Agency suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Agency uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Agency's user names, security access codes, or passwords, and Agency will ensure the Service Provider safeguards Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section 5,
15. use Industry Standard Practices to assure data security when disposing of any Data and Information obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use Industry Standard Practices to secure Data and Information when stored on servers, subject to the following requirements: (i) servers storing Data and Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) Data and Information must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data and Information must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data or information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location, in accordance with Agency's onsite security practices and procedures, by EVS or its designated representative, and
20. in the event Agency has a Security Incident involving EVS Confidential Information, Agency will fully cooperate with EVS in a security assessment process and promptly remediate any finding. For purposes of this Section "**Security Incident**" means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or Data.
21. A Cloud Service provider ("**CSP**") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Agency may use a CSP to process, transmit, or store Data and Information, subject to the following conditions: (i) Agency obtains EVS's written permission in accordance with Section 3.j above, and (ii) Agency certifies that Agency will, and will contractually obligate it's CSP to, follow EVS minimum requirements for cloud computing and storage, including, but not limited to:

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- (a) Data at rest encryption of at least AES-256 shall be used where Data is stored.
 - (b) An inventory shall be kept of all Data within the cloud environment.
 - (c) Data shall be logically and/or physically separated in multi-tenant environments in accordance industry standards.
 - (d) Utilization of secure data destruction techniques shall be used to destroy Data in accordance with industry standards.
 - (e) Assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard.
 - (f) Incident handling and forensic support shall be provided in the event of an investigation or Security Incident.
 - (g) Cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards.
 - (h) Information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance.
 - (i) Agency or Agency's application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST).
 - (j) Third parties providing support services to the Agency or Agency's CSP shall not have access to Data without prior consent of EVS.
 - (k) Agency shall manage all encryption keys within the Agency's CSP.
- b. If EVS reasonably believes Agency has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's facilities, security practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section 5. The parties agree any such access to Agency's facilities or on-site inspection shall be in accordance with Agency's onsite security practices and procedures.
- 6. CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If any other law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Nothing in this section shall preclude or impede the Agency from fulfilling any and all obligations under the Michigan Freedom of Information Act pursuant to Michigan Legislature Section 15.231 et. seq, MCL 15.234 (the "Act"). For the avoidance of doubt, with respect to Data (as defined in Section 2 above), such Data will not be disclosed pursuant to the Act (or any public records law) without Agency first notifying EVS of such pending disclosure as soon as reasonably possible under applicable law. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of

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Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, (d) is developed by the Recipient without using any of the Disclosing Party's information, or (e) as is otherwise required to be disclosed by law, in accordance with the disclosure obligations set forth herein. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

7. TERM AND TERMINATION. The Term for the Agreement is set forth above. A Schedule or SOW may expire or be terminated without affecting the other Schedules and/or SOWs. This Agreement shall remain in effect as long as there is an outstanding Schedule and/or SOW with a term then in effect.

8. TERMINATION FOR CAUSE.

- a. The Agency may terminate this Agreement for cause, in whole or in part, if EVS, as determined by the Agency: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the Agency to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.
- b. If the Agency terminates this Agreement under this Section, the Agency will issue a termination notice specifying whether EVS must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that EVS was not in breach of the Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 9, Termination for Convenience.
- c. The Agency only pay for amounts due to EVS for Services accepted by the Agency on or before the date of termination. EVS must pay all reasonable costs incurred by the Agency in terminating this Agreement for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Agency incurs to procure the Services from other sources.
- d. If Contractor believes that Agency has breached an obligation under this Contract, Contractor may, at its option and reserving all other rights and remedies, terminate this Contract and/or any SOWs or Schedules if such breach is not resolved within thirty (30) days of notice to the Agency. Notwithstanding, Contractor may suspend Agency's use of the Services during any such cure period in order for Agency to remediate any such violation. In addition, if Contractor reasonably believes that Agency has violated any Data use, or Data security restriction required by this Contract, Contractor may, at Contractor's option and reserving all other rights and remedies, suspend this Agreement and/or any SOWs or Schedules immediately upon notice to Agency. In the event Contractor suspends Services or requires the State to cure, the State will not be subject to fees incurred during this suspension or cure period.

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- 9. TERMINATION FOR CONVENIENCE.** The Agency may terminate this Agreement in whole or in part without penalty, for its convenience by giving Contractor written notice of at least 30 days before the date of termination. If the Agency terminates this Agreement for convenience, the Agency will pay all reasonable costs, as mutually agreed upon by the parties, for mutually agreed upon transition costs.
- 10. TERMINATION FOR NON-APPROPRIATION.** The Agency may immediately terminate this Agreement in whole or in part, without penalty, for appropriation or budget shortfalls ("Non-appropriation"). To the extent circumstances allow, the Agency will provide at least five (5) business days' notice in the event of Termination for Non-appropriation. If the Agency terminates this Agreement for Non-appropriation, the Agency will pay all reasonable costs, as mutually agreed upon by the parties, for mutually agreed upon transition costs, to the extent the funds are available.
- 11. RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.
- 12. WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. Agency acknowledges that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
- 13. INDEMNIFICATION.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any intentional, wrongful acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding at its own expense; (iii) employ its own counsel at its expense. Contractor may settle, or otherwise consent to the entry of any judgment without the prior written consent of the State, so long as the settlement or judgment does not impose any unreimbursed monetary or continuing non-monetary obligation on the State, does not contain an admission of guilt or liability, and includes an unconditional release of the State. To the extent that any State employee,

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official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 14. LIMITATION OF LIABILITY.** Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to third-party claims for infringement of United States patent, copyright, trademark or trade secrets or to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor. Except for the indemnification and Confidentiality obligations of Contractor found herein, damages of any kind payable by Contractor shall not exceed the sum paid by the State for the item of Service which causes State's claim.
- 15. FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- 16. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. In the event this Agreement is required to be assigned or transferred by the Agency in order to comply with a State executive order requiring departmental change, the Agency will provide EVS prompt written notice to ensure Data confidentiality and performance concerns may be appropriately addressed by the parties in writing. For the avoidance of doubt, no new department shall have access to the Services without EVS' written approval. This Agreement shall be assignable by EVS upon prior written notice to the Agency and shall inure to the benefit of and be binding upon the permitted assignee of either Agency or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
- 17. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.
- 18. CONTRACT CHANGE CONTROL PROCESS.** The State may at any time request in writing (each, a "Change Request") changes to the SOW and/or a Schedule, including changes to the Service (each, a "Change"). Upon the State's submission of a Change Request, the parties will

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evaluate and implement all Changes in accordance with this section. No Change will be effective until the parties have mutually executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the SOW and/or a Schedule pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. Unless otherwise provided for in such SOW or Schedule, EVS may change the Service Description with thirty (30) days' written notice. Agency's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Contract as provided in Section 9 above. For the avoidance of doubt, any proposed changes to pricing or fees to the Agency for Services, must be mutually executed via a Change Notice.

19. TERMS OF PAYMENT. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within forty-five (45) days of the State's receipt in compliance with MCL 17.52 and interest allowed in compliance with MCL 17.54. Contractor may only charge for Service's performed as specified in a SOW and/or each Schedule A. Invoices must include an itemized statement of all charges. Invoices outstanding beyond seventy-five (75) days will result in a temporary suspension of Services until all outstanding undisputed payments are remitted to Contractor. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time, but no later than thirty (30) days of invoice. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Agreement through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

20. GOVERNING LAW. This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles.

21. NONDISCRIMINATION. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, EVS and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color,

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religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, or any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Agreement.

22. UNFAIR LABOR PRACTICE. Under MCL 423.324, the Agency may void any Agreement with EVS or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

23. STRATEGIC PARTNERS. EVS warrants that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

24. RECORDS MAINTENANCE AND AUDIT. The Agency or its designee may audit the provisions of this Agreement in compliance with MCL 18.1470 and in accordance with EVS' on-site security practices.

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UNIVERSAL MEMBERSHIP AGREEMENT for The Work Number® Verifier Services Exhibit 1

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

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a

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- governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

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3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide

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credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

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

A. Employment Other Than in the Trucking Industry

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

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

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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures

EXHIBIT 1

of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria

EXHIBIT 1

bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

EXHIBIT 1

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

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

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

EXHIBIT 2

UNIVERSAL MEMBERSHIP AGREEMENT

for

The Work Number® Social Services

Exhibit 2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

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

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

Agency: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

EXHIBIT 2

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

§ 2480e. Consumer consent

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

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

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL SUB-AGENCY 031. CONSUMER PROTECTION DIVISION CHAPTER 012. Consumer Fraud--Fair Credit Reporting RULE CF 112 FAIR CREDIT REPORTING CVR 06-031-012, CF 112.03 (1999) CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

EXHIBIT 2

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. To the extent applicable to the Services provided under this Contract, the provisions below are required, and the language is not negotiable. If any applicable provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

FEDERAL PROVISIONS ADDENDUM

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not

FEDERAL PROVISIONS ADDENDUM

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

FEDERAL PROVISIONS ADDENDUM

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

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damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

FEDERAL PROVISIONS ADDENDUM

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State,

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the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) **Access to Records.** The following access to records requirements apply to this contract:

FEDERAL PROVISIONS ADDENDUM

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3) DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 210000001036

Employment Verification Services

BACKGROUND

This Contract is for a web-based database that provides employment and income verification services for the Michigan Department of Health and Human Services (MDHHS), the Department of Treasury (Treasury), the Department of Labor and Economic Opportunity (LEO), and the Michigan State Housing Development Authority (MSHDA). MDHHS will utilize the system to allow MDHHS workers to search the database using a Social Security Number (SSN). This system is intended to reduce workload demands, increase payment accuracy, and aid in the identification of fraudulent activities. Implementation of this on-line verification system would allow workers real time access to employment records without the need of any additional computer software and/or programs. Treasury will use the system to obtain information on defaulted loan borrowers.

MDHHS:

To receive any type of financial assistance from MDHHS, a client must verify their employment status (previous or current). Employers who contract with payroll service providers are reluctant to complete the MDHHS Verification of Employment form. This is explained as a duplication of their time and expense because they contract for this service through other providers. If accessibility to these records is impeded, the eligibility determination for potential benefits for clients is delayed or denied.

MDHHS goals in implementing a web-based income and employment verification system are expedient determination of benefits, reduced workload demands, increased payment accuracy, reduced administrative costs, reduced fraud and increased debt repayment. Unlimited online, real-time access to a national employer database using the client SSN allows the MDHHS worker to view and print reported and unreported employment earning quickly and accurately.

Financial programs impacted by this system include:

- Family Independence Program (FIP) (which is the State's Temporary Assistance to Needy Families (TANF) program).
- State Disability Assistance (SDA)
- Refugee Assistance Program (RAP)
- Food Assistance Program (FAP)
- Medical Assistance (MA)
- Child Development Care (CDC)
- State Emergency Relief (SER)

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The database will be access by a variety of offices within MDHHS. Various tasks will be conducted by the following offices:

- Economic Stability Administration, including local county offices Statewide
- Office of Quality Control
- Office of Child Support
- Office of Inspector General

Federal requirements must be followed for each program as explained in the Social Security Act and in the Code of Federal Regulations.

Treasury:

Federal Regulations require the Treasury Michigan Finance Authority, Office of Michigan Guaranty Agency (MGA) to pursue collections on Agency held defaulted educational loans. MGA serves as the federally recognized guarantor of the post-secondary loan programs in the State of Michigan. As part of these regulations, MGA obtains employment information on defaulted loan borrowers for the exclusive purpose of wage garnishment on borrowers that do not submit voluntary monthly payments. Prior to wage garnishment, verification of employment must occur.

LEO-MRS:

Michigan Rehabilitation Services serves individuals with disabilities that have barriers to employment, meet eligibility requirements, and could benefit from receiving agency services. Services provided include, but are not limited to: assessments, vocational counseling and guidance, information and referral, supported employment, competitive integrated employment, vocational training, job related services and job placement, postsecondary training, etc. Verifying employment would assist MRS counselors in identifying employed customers, obtaining appropriate employment documentation, and closing cases successfully under federal reporting requirements.

MRS will use the system statewide, throughout the 13 district regions, allowing MRS counselors to obtain employment verification. Access to the system will be useful to locate customers believed to be employed and lack of communication and customer contact has been difficult.

The vocational rehabilitation program would benefit by enabling the agency to accurately report competitive integrated employment outcomes. This reporting is necessary due to federal requirements under the Workforce Investment and Opportunity Act and in the Code of Federal Regulations.

MSHDA:

The US Department of Housing and Urban Development (HUD) provides the Michigan State Housing Development Authority (MSHDA) with funding for the administration of the Housing Choice Voucher (HCV) program. This federal program provides rent subsidies for very low-income people who find their own housing in private homes and apartment buildings. MSHDA administers approximately 28,000 Housing Choice

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Vouchers. MSHDA covers the entire state by contracting with agencies that work directly with the tenants and landlords under MSHDA oversight and guidance. The service will be accessed by both MSHDA staff and our contracted agencies.

To receive rental assistance from MSHDA, a participant must verify their employment status (previous or current). Employers who contract with payroll service providers are reluctant to complete the MSHDA Verification of Employment form. It is explained as a duplication of their time and expense because they contract for this service through other providers. If accessibility to these records is impeded, the eligibility determination for rental assistance is delayed.

SCOPE

This Contract is to provide employment verification information to the State through a web-based interface that provides automatic employment income verification.

1. Requirements

The Contractor must provide Deliverables/Services and staff, and otherwise do all other things necessary for or incidental to the performance of work, as set forth below:

1.1. General Requirements

- A.** The Contractor must provide State Agency staff with online verification of employment and/or income using SSNs or other data provided by State employee Workers or their agents. The Contractor will provide The Work Number®, an employment and income verification service.

In the future, once Contractor integrates Instant Client Insights for Eligibility, The Work Number can be fully integrated with the State of Michigan's application for multiple programs system, Bridges.

- 1.** Description: A Social Security Number Search ("SSN Search") occurs when Agency submits an SSN to the Service. A verification report provided via the Service ("Verification Report") will include, without limitation and as available, the Consumer's (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail.
- 2.** Delivery: The Service provides automated access to requested Data via the Internet and will be delivered via the same mode.
- 3.** Input Requirements: Agency shall request access to Data by providing the Consumer's social security number.

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- B.** The Contractor must provide employment access via the internet. Contractor's solution will be available to ALL users twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year excluding regular maintenance window.
- C.** The Contractor must provide accurate, up to date, easy to read income verification data with real time access.
- D.** The Contractor must not sell, distribute, or disclose any employee information processed as a result of this Contract.
- E.** The Contractor must provide the ability to download and report data.
- F.** The Contractor must provide a print option of employment data from the internet web page.
- G.** The employee SSN and the Employer Number must be available to State Agency staff.

Upon a State Worker initiating a verification for a client: The client's Social Security number is the only required field needed to initiate a verification. If the SSN is not available, State workers can query the database utilizing the applicant's first name, last name, and address. *Note: State worker verifiers cannot search by FEIN.

Upon receiving the returned verification: Once the verification is returned, the SSN will be delivered, along with the Source – Employer Name & FEIN.

- H.** The Contractor must provide the ability to retrieve historical employment verification records.

1) Contractor will maintain historical records dating as far back as the initial date the employers in the database contributed their first payroll records to The Work Number.

Historical employment and income verification records on a client/employee are retrievable up to the previous three (3) years. This data includes income, hours worked, rate of pay, pay period frequency, and various other employment and income details.

Contractor will only charge the State of Michigan per verification of employment and income hit; not based on whether the detail is current or historical. The standard quoted charges in Section B: Pricing are applicable.

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There will be no additional charges related to retrieving historical employment and income records on a client.

I. Database

The Contractor must have a database that provides all the information contained in the requirements above.

The data elements to be displayed by query to the database must include, at a minimum, the following:

1. Employment Information
 - a. Employee's Name
 - b. Employment status (active or inactive)
 - c. Employer's Business Name
 - d. Employer's Industry (healthcare, manufacturing, retail, etc.)
 - e. Hire date
 - f. Termination date, if applicable
 - g. Average hours per pay period
 - h. Rate of pay
 - i. Pay cycle (weekly, bi-weekly, etc)
2. Income Information
 - a. Pay period end date
 - b. Pay date
 - c. Hours worked
 - d. Gross earnings
 - e. Net Earnings

1.2. Transition

Contractor must provide, prior to the Contract Start date, training and access to the system for State workers and agents that request the training.

1.3. Training

The Contractor must provide the following training:

- A. An electronic basic training guide.
- B. A helpdesk to answer any user questions.
- C. Web Based Tutorials
- D. Personalized training at the request of each Agency at the beginning of the Contract and throughout the Contract period for new users.

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1.4. IT Environment Responsibilities

SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state exactly how the product meets the specifications. All “Not Applicable” (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

1.5. User Type and Capacity

The Contractor must provide the State User Administrator for each Agency the authority for system administration of user access. The Contractor must have security in place which requires a unique identifier (username and password) to obtain access.

Each State worker or agent must be assigned a User ID and Password and must be notified of their customized information.

1.6. Access Control and Audit

The Contractor’s solution must integrate with the State’s IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy

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(http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

1. MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - a. An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.
2. MILogin Identity Federation
 - a. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
3. MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
 - a. Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
4. MILogin Identity Proofing Services (based on system data classification requirements)
 - a. A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support HTTP Headers based SSO, or SAML, or OAuth or OpenID interfaces for the SSO purposes.

1.7. End-User Operating Environment

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use

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of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

1.8. Software

The Contractor's automated income and employment verification system cannot require any additional software and/or computer programs. Workers must be able to access the database from their desktop computers. The Contractor's income and employment verification system should be user-friendly and easily learned through a Helpdesk or electronic basic training guide.

1.9. Products and Services

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or the equivalent methodology proposed and approved in the Contractor's proposal.

2. Acceptance

2.1. Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

- A.** Access to the system must be available for the time periods stipulated. The required data elements must be available for inquiry and other Contract requirements must be met.
- B.** The State must have the opportunity to review the invoice(s) to determine if:
 - 1) Errors are noted in the invoice or,
 - 2) The State does not agree with facts that are in the invoice.
 - 3) Additional adjustments or clarifications are needed in the invoice.
 - 4) The State must notify Contractor of any disputed amounts within thirty (30) days of invoice.

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- C. Once the State makes any corrections to the received invoice, and forwards the corrected document to the Contractor, within seven (7) business days the Contractor must forward the State the modified invoice for review and comment.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint an individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Contractor’s Contract Representative:

Amy Tinsley
 Account Executive (Midwest)
Amy.tinsley@equifax.com
 740-497-1389

3.2. Contract Administrator

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

State:	Contractor:
Jillian Yeates 525 W. Allegan St. Lansing, MI 48933 yeatesj@michigan.gov 517-275-1131	Mike Bromley 11710 Plaza America Drive Suite 1200 Reston, VA 20190 Michael.bromley@equifax.com 301-367-5446

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3.3. Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
MDHHS: Lisa Listman 235 S. Grand Ave. Lansing, MI 48933 listmanl@michigan.gov 517-241-9153	Chad Pharo 1505 Windward Concourse Alpharetta, GA 30005 Chad.pharo@equifax.com 404-906-6683
Treasury: Dan Mullin 430 W. Allegan St. Lansing, MI 48933 mullind@michigan.gov 517-335-7416	
LEO-MRS: Nathan Kammer 320 S. Walnut St. Lansing, MI 48933 kammern@michigan.gov 517-335-5035	
MSHDA: Marshall Brooks 735 E. Michigan Ave. Lansing, MI 48933 Brooksm8@michigan.gov 517-241-0956	

3.4. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 a.m. to 8:00 p.m. EST.

Contractor’s Toll-Free Number: 877-664-8778

Contractor’s Customer Service Email: workforcesolutionssupport@equifax.com

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3.5. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance, including internet help access and toll-free help access. The Contractor must be available for calls and service during the hours of 8:00 a.m. to 8:00 p.m. EST, excluding federal holidays.

When providing technical support, the Call Center must resolve the caller's issue within 60 minutes. If the caller's issue cannot be resolved within 8 hours, the Contractor must provide an estimated time of resolution for the issue.

Contractor's Technical Support Number: 877-664-8778

Contractor Technical Support Email: workforcesolutionssupport@equifax.com

3.6. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:30 a.m. to 6:00 p.m. EST, excluding State holidays, and possible night and weekend hours depending on the requirements of the project.

3.7. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours. Contractor's Key Personnel must communicate with and support State users for database issues, User ID issues and password changes.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which

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the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Agreement.

Key Personnel Position	1. Name and Title	2. Role(s) and Responsibilities	3. Physical Location
Contractor Representative	Amy Tinsley, Account Executive	Responsible for state government relationships. - Responsible for the day to day oversight of client, contract and client relationships. - Drives value by providing leadership and guidance to the Contractor's cross-functional team as well as maintaining positive working relationships with other National account leaders. - Lead efforts to construct innovative solutions against unique and complex client requirements.	Columbus, OH
Program Manager	Chad Pharo, Program Management Manager	Responsible for post-implementation Operations and Maintenance of system-to-system connections. He works with the designated Project Manager, Technical Manager, and Functional Manager regularly to ensure the system operates as intended and that regular maintenance occurs. He provides the	Atlanta, GA

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Key Personnel Position	1. Name and Title	2. Role(s) and Responsibilities	3. Physical Location
		Project Manager all relevant dates/times for regularly- scheduled maintenance so that clients can plan for these maintenance windows. Additionally, the Operations and Maintenance Manager will ensure regular reports are created on system availability/uptime and system performance.	
Training Coordinator	Mary Beth Parker, Product Manager Training Coordinator	Responsible for the overall effort involved in end-user training, including training strategy, schedule, planning, training materials, delivery, and status reporting.	Jefferson City, MO
Billing Manager	Diego Correa Vega, Billing Manager	- Manage the Order to Cash process of Equifax Workforce Solution. - Implement systems and processes to ensure data profile, pricing, rating and credit for customers are applied correctly and that correct revenue is recognized and reported. - Manage the Super User team responsible for investigating and recommending solutions	Atlanta, GA

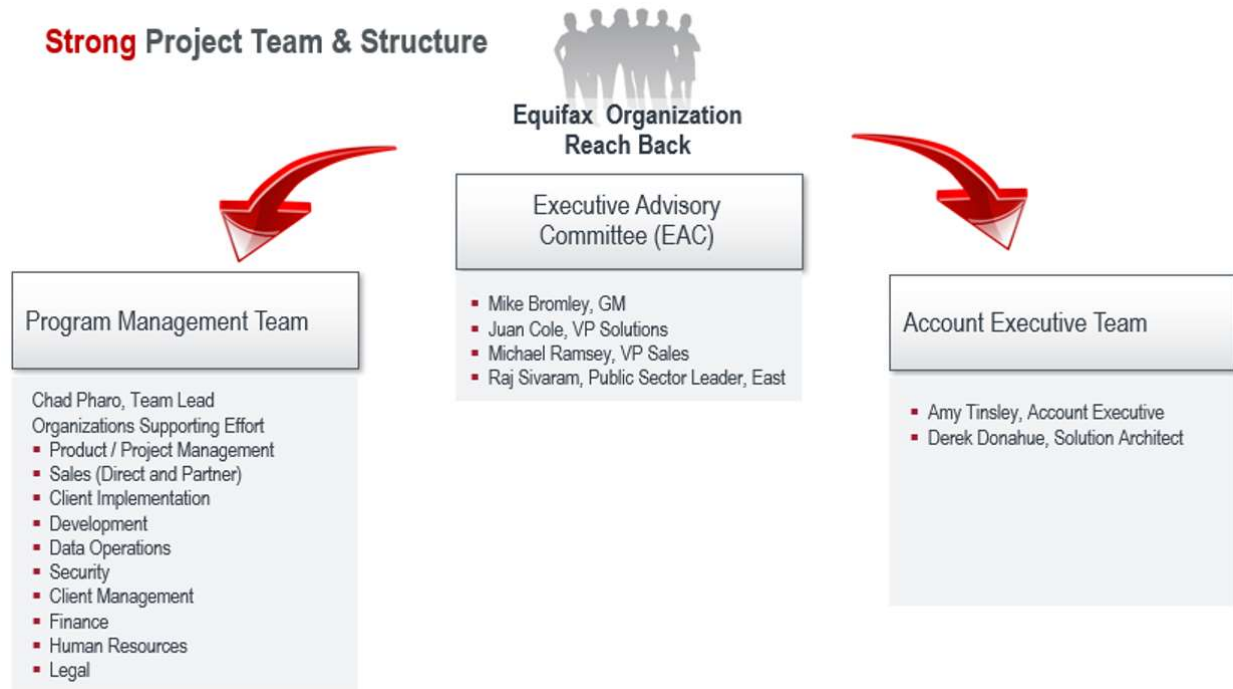
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Key Personnel Position	1. Name and Title	2. Role(s) and Responsibilities	3. Physical Location
		to revenue and billing underperformance and generating improvement opportunities (RPA). • Work as liaison between business units and the technology development team on new product implementation and process development. • Manage the SOX controls designated to provide reasonable assurance that pricing and billing is accurate based on contract and provide support to the Internal Audit team. • Assist newly acquired international companies through the M&A activities related to order to cash processes.	

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3.8. Organizational Chart

Contractor's Organizational Chart:



3.9. Disclosure of Subcontractors

The Contractor will not be using Subcontractors for performance of this Contract. However, if the Contractor intends to utilize subcontractors, the Contractor must disclose to the Contract Administrator the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

3.10. Security

The Contractor will be subject to the following security procedures:

The Contractor's staff may be required to enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses

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uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

If it is determined that the Contractor must enter State facilities, Contractor will follow all procedures as mentioned above required by the State. All Contractor employees submit to background investigations prior to employment.

4. Project Management

4.1. Project Plan

A. MDHHS

- a. The Contractor must meet with senior officials of MDHHS within two weeks of the Contract Effective Date to discuss the plan for the Contract. An outline of the intended usage report, with a timeline for completing the implementation phase, is due to the MDHHS Program Manager within 30 days after the Contract is signed. For purposes of this bid, each prospective Contractor is required to submit a timeline that identifies all interim and final deliverables and tasks with their bid response.
- b. After the initial meeting, the Contractor must meet, as requested, with MDHHS staff to develop detailed schedules, timelines, and review of progress of evaluation prior to finalization of the reports.
- c. The Bidder must provide a summary that encompasses all the activities and tasks identified in the General Requirements with their bid response.
- d. Contractors may provide alternatives to the suggested timeframe, as it relates to past experiences, their capabilities to meet the proposed solution, and/or their rationale as to why the implementation schedule cannot be met.

B. Treasury

- a. The Contractor will carry out this project under the direction and control of the Program Manager.
- b. Although there will be continuous liaison with the Contractor team, the Program Manager will meet monthly, at a minimum, or as requested by the Program Manager, with the Contractor's project manager for the purpose of reviewing projects and providing necessary guidance to the Contractor in solving problems which arise.

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- c. Within five (5) business days of the execution of the Contract, the Contractor will submit to the Program Manager the project plan for final approval. This final project plan must include the following:
 - i. The Contractor's project organization structure.
 - ii. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - iii. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

C. LEO

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

D. MSHDA

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

4.2. Meetings

The Contractor must attend the following meetings:

- Contract Kick-Off Meeting

The State may request other meetings, as it deems appropriate. If there are significant changes and/or updates to the system, the State will request a Meeting for review on the changes. When required and practicable, meetings will be conducted virtually.

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4.3. Reporting

The Contractor must submit, to the appropriate Program Manager, the following written reports for each agency:

- a. To monitor accessibility and to continually assess the effectiveness of the service, the State requires monthly usage reports for each program office for the duration of the Contract. If performance is not satisfactory, more frequent reporting may be required. The State retains approval of report format and delivery method.
- b. At a minimum, the usage reports must contain the following data elements:
 - i. Date and time of the transaction
 - ii. Type of transaction
 - iii. User name
 - iv. User ID number
 - v. User County (including district, if applicable)
- c. The State requires three (3) levels of identification in user ID numbers, which are assigned by the Contractor. One (1) level for each State administration, one (1) level for each specific location, and one (1) for each individual worker. The usage reports would include the user ID's and be able to be sorted by the three (3) levels of identification.

5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract.

5.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

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The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a signed Agreement and subsequently issued Delivery Order (DO). No additional terms and conditions shall be included in the DO unless expressly agreed to in writing by the parties. If there is a conflict between language in the DO and the Agreement, the Agreement shall control.

6.2. Process

If the State requests new users to be added or changes made to the current users, the Contractor must perform the request within three business days.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities, including total number of searches performed and the total amount of hits from those searches; (e) unit price; and (f) total price. Overtime, holiday pay, and travel expenses will not be paid.

For the avoidance of doubt, Contractor will continue to deliver invoices that provide (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities, including total number of searches performed and the total amount of hits from those searches; (e) unit price; and (f) total price on the Data fulfilled for the State.

7.2. Payment Methods

The State will make payment for Contract Activities through Electronic Funds Transfer (EFT).

7.3. Procedure

Each agency will be invoiced separately.

8. Service-Level Agreements (SLAs)

A. The Contractor will be held accountable to meet the requirements and the mutually agreed upon service level requirements if applicable, established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	All orders must be delivered within 3 business days of receipt of order per Section F.2.; and The Contractor must ensure that all technical support issues are:

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SLA Metric 1. Timely Deliveries	
	• Acknowledged within 1 business hour. • Password reset requests resolved within 2 business hours. • System-wide issues must be resolved within 4 business hours. • All other issues must be resolved within 8 business hours. • If an issue cannot be resolved within the specified timeframes above, an estimated time of resolution for the issue must be provided within the specified timeframes.
Acceptable Standard	1. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date. 2. Requests or alterations of users delivered will match the Order Confirmation exactly. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year to the agency who encountered the non-compliance. 2. \$500.00 may be assessed beginning with the sixth occurrence, per agency, of non-compliance and on each occurrence thereafter in a given calendar year. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. Upon mutual agreement between the State and the Contractor, these credits may be applied toward any payable due to the Contractor or be payable directly to the effected State agency. Payments made directly to the State agency will be completed within 10 days of notice of assessment.

SCHEDULE B – PRICING

Contract No. 210000001036
Employment Verification Services

Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

While each participating Agency will be billed individually, all State of Michigan agencies identified in this Contract will be charged the same rate for any found records.

Pricing
State of Michigan

PRODUCT: THE WORK NUMBER
EXPRESS SOCIAL SERVICE
USE-CASE: VERIFICATION OF EMPLOYMENT AND
INCOME for benefits eligibility

OPTION 1: SOCIAL SERVICE VERIFICATION ANNUAL
COMMITMENT (Years 2 – 5 and Option Years 1 and 2)

Year 1: 7/1/2021 - 6/30/2022 – Please see Option 2 Below

Year 2: 7/1/2022 - 6/30/2023

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$445,833	1,000,000	\$5,350,000	\$5.85
2	\$467,500	1,100,000	\$5,610,000	\$5.60
3	\$514,583	1,250,000	\$6,175,000	\$5.44
Monthly Account Service Fee			\$3,000	

Year 3: 7/1/2023 - 6/30/2024

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$474,167	1,000,000	\$5,690,000	\$6.19
2	\$496,833	1,100,000	\$5,962,000	\$5.92
3	\$547,917	1,250,000	\$6,575,000	\$5.76
Monthly Account Service Fee			\$4,000	

SCHEDULE B – PRICING

Year 4: 7/1/2024 - 6/30/2025

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$511,667	1,000,000	\$6,140,000	\$6.64
2	\$537,167	1,100,000	\$6,446,000	\$6.36
3	\$592,708	1,250,000	\$7,112,500	\$6.19
Monthly Account Service Fee			\$4,000	

Year 5: 7/1/2025 - 6/30/2026

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$558,333	1,000,000	\$6,700,000	\$7.20
2	\$584,833	1,100,000	\$7,018,000	\$6.88
3	\$644,792	1,250,000	\$7,737,500	\$6.69
Monthly Account Service Fee			\$4,000	

Option Year 1: 7/1/2026 - 6/30/2027

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$625,000	1,000,000	\$7,500,000	\$8.00
2	\$655,417	1,100,000	\$7,865,000	\$7.65
3	\$721,875	1,250,000	\$8,662,500	\$7.43
Monthly Account Service Fee			\$4,000	

Option Year 2: 7/1/2027 - 6/30/2028

Available Tiers	Monthly Fixed Fee	Annual Hits Included	Minimum Annual Payment Commitment	Overage Fee (Per Hit)
1	\$700,833	1,000,000	\$8,410,000	\$8.91
2	\$734,250	1,100,000	\$8,811,000	\$8.51
3	\$808,333	1,250,000	\$9,700,000	\$8.26
Monthly Account Service Fee			\$4,000	

SCHEDULE B – PRICING

Office of Michigan Guaranty Agency (MGA)

Product	Contract Term	Per Transaction Rate
Commercial Verification of Employment	Year 1 - (7/1/2021 - 6/30/2022)	\$19.55
	Year 2 - (7/1/2022 - 6/30/2023)	\$20.53
	Year 3 - (7/1/2023 - 6/30/2024)	\$21.96
	Year 4 - (7/1/2024 - 6/30/2025)	\$23.50
	Year 5 - (7/1/2025 - 6/30/2026)	\$25.38
	Option Year 1 - (7/1/2026 - 6/30/2027)	\$28.43
	Option Year 2 - (7/1/2027 - 6/30/2028)	\$31.84

Contractor has provided pricing for the Commercial Verification of Employment specific to the Office of Michigan Guaranty Agency in support of collection activities. Approved use limited to obtaining employment on defaulted loan borrowers for the purpose of wage garnishment on borrowers that do not submit voluntary monthly payments.

Option 2 - One Year Block Pricing

Term Year	Fee / Month	Block Transactions Included	Minimum Annual Block Price	Overage Block Price (per block)	Overage Block Transactions Included
One Year (7/1/2021 - 6/30/2022)	\$485,917	1,700,000	\$5,831,000	\$857,500	250,000
Monthly Account Service Fee				\$4,000	

SCHEDULE B – PRICING

Contractor has provided a block pricing option where the State would purchase a block of transactions at a number greater than its anticipated volume at a discounted price. This approach offers the State greater predictability in the monthly payments while reducing the risk of overage charges. This option is only available for a 1 year term, after which it would revert to the above annual commitment pricing.

Pricing Terms & Conditions:

The above pricing reflects the rate for each successful hit and is based on one use/decision per hit.

A hit is defined by a database search which successfully returns Data.

At least 30 days prior to the anniversary of the effective date of each contract renewal year, the State must select a pricing tier option to be assigned for the next 12 months. If no tier is selected, the default tier will be Tier 1.

Applicable to Option 1 Only: The Minimum Annual Payment Commitment for the products listed above will be payable in equal Monthly Fixed Fee installments. Agency agrees and acknowledges that the Monthly Fixed Fee will be due and payable even when no hits are processed during the period. Each hit performed above the Included Annual Hits, will be charged at the Overage Fee noted above and shall be billed beginning in the month in which the Included Annual Hits are exceeded.

Applicable to Option 2 Only: Block Pricing

The Minimum Annual Block Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no hits are processed during the period. EVS will monitor the block and advise when the State is approaching the maximum allowed. Prior to the hits in the block chosen being exhausted, the State must purchase another block of hits to continue the Service. The charge for that block(s) will be spread across the months remaining in the contract term.

SCHEDULE C – RESERVED

SCHEDULE D – RESERVED

SCHEDULE E – SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

Employment Income Verification Services Availability

Service Levels. TALX Corporation, a provider of Equifax Verification Services (EVS) will use commercially reasonable efforts to meet the following service levels for Employment Income Verification (EIV). If the Services fail to meet or exceed the Service Levels, EVS shall research the cause of the failure, and Agency will assist as reasonably necessary. EVS shall initiate corrective action as soon as reasonably practicable and, when applicable, make recommendations to Agency for corrective action that may be required on Agency's part. Certain capitalized terms used herein are defined in Section 2 – SERVICE AVAILABILITY - METRICS CALCULATION AND COMPONENT DEFINITIONS.

1. SERVICE AVAILABILITY METRICS

1(a) Service Availability Uptime

Threshold Tier	Color Code	Service Availability Uptime Ratios
1	Green	100.00% to 99.60%
2	Yellow	99.59% to 99.00%
3	Red	Less than 98.99%

2. SERVICE AVAILABILITY – METRICS CALCULATION AND COMPONENT DEFINITIONS

Item	Definition
Emergency Maintenance	“Emergency Maintenance” means unscheduled maintenance periods during which emergency maintenance is performed or critical priority level problems relating to the Agency System are resolved. By way of example, Emergency Maintenance includes deployment of a critical patch supplied by a third party vendor. Although Emergency Maintenance is not required to be scheduled, EVS will attempt to notify Agency and coordinate Emergency Maintenance to minimize the impact.

SCHEDULE E – SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

Item	Definition
Impacted Transaction	An “Impacted Transaction” is a transaction that was not processed because the Service was unavailable, and (ii) excludes any transaction that was not processed due to Scheduled Downtime or a Permitted Exception.
Minutes in Month	“Minutes in Month” is equal to the days in the calendar month <i>multiplied</i> by 1,440.
Online Availability	The Service is available on a twenty-four (24) hours a day, seven (7) days a week basis, in accordance with the documentation and subject to the Scheduled Downtime and Permitted Exceptions set forth herein.

Permitted Exceptions	A “Permitted Exception” is a service–impacting event caused by any of the following conditions or occurrences. Calculations of factors necessary to determine whether The Service performance meets the Service Levels shall exclude Permitted Exceptions. (a) Agency’s material breach of this Agreement or material failure to perform any of its obligations under this Agreement (b) Agency Criteria, Agency Required Systems, or any resources provided to EVS by Agency or third parties on Agency’s behalf, including without limitation data, information, directions or specifications, that do not conform to this Agreement or adversely impact EVS’s ability to meet the Service Level(s); (c) Force majeure events and other causes or events beyond EVS’s reasonable control; (d) Emergency Maintenance or any scheduled or Agency approved maintenance events; (e) Downtime attributable to unavailability of data or data feeds, data communication failures or response times for transmissions sent through public networks including the Internet; (f) Agency’s failure to comply with EVS’s minimum hardware and software requirements; (g) Any Agency approved exceptions; (h) Failure of staff to properly login via the user interface (web)
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SCHEDULE E – SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

Scheduled Downtime	“Scheduled Downtime” means periods of unavailability due to regularly scheduled weekly maintenance windows, any maintenance scheduled in advance with Agency or Agency initiated changes. The periods during which the Service(s) are unavailable due to planned maintenance is defined in Section 3 – Scheduled Maintenance Windows.
Service Availability Uptime	$\left[\frac{(X - Y) - Z}{(X - Y)} \right] * 100$ X= Total Number of possible minutes in interval Y= Number of minutes of scheduled access method maintenance in interval Z= Number of unscheduled unavailable minutes in interval EVS reserves two (2) weekend extended outage maintenance windows annually to perform major system maintenance and upgrades (that would extend greater than 4 hours). The SLA does not include these scheduled maintenance windows. Clients are notified of scheduled maintenance via email.

SCHEDULE E – SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

3. SCHEDULED MAINTENANCE WINDOWS

Scheduled Downtime The following table is provided for informational purposes and the information contained therein is subject to change

TWN including Verification Services

Platform	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
EVS Production	No Scheduled Downtime	No Scheduled Downtime	20:00 – 24:00 CT	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime

EVS Infrastructure

Platform	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
EVS Production	00:01 – 02:00 CT	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime	No Scheduled Downtime

4. CUSTOMER SUPPORT CENTER

EVS provides a national toll-free technical support line that is staffed twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for the purposes of reporting Service Availability incidents. The Equifax Service Desk provides support for recording the Agency incident and will execute escalation and notification procedures for these incidents as necessary. Refer to the US Support Guidelines for further information on ESD support procedures.

SCHEDULE F – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section 2** of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosted Services” means the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“Hosting Provider” means any Subcontractor that is providing any or all of the Hosted Services under this Contract.

“NIST” means the National Institute of Standards and Technology.

“PSP” or **“PSPs”** means the State’s IT Policies, Standards and Procedures.

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule

“State Data” includes: (a) the State’s data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information (“PII”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, email address, or an individual’s name in combination with any other of the elements here listed.

SCHEDULE F – DATA SECURITY REQUIREMENTS

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**").

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

SCHEDULE F – DATA SECURITY REQUIREMENTS

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 8** of the Contract Terms;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against

SCHEDULE F – DATA SECURITY REQUIREMENTS

“malicious actors” and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and/or algorithms and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor’s solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or

SCHEDULE F – DATA SECURITY REQUIREMENTS

otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State may conduct an onsite security assessment ("Assessment") in order to examine Contractor's performance of this Contract. An Assessment shall be defined as the State having the right to, a) review policies and procedures; b) review high level network and infrastructure diagrams; c) review the executive summary of third party audit reports; d) participate in a "Question and Answer" session with subject matter experts; e) conduct site tour (site tour will not include access to the raised floor area of the datacenter); f) other items as may be approved by Contractor's Security Team. An Assessment will be conducted (i) during regular business hours, (ii) at State's sole expense, (iii) no more frequently than once per calendar year, (iv) on a mutually agreed upon date but no less than 30 days advance notice, and (v) subject to Contractor's security policies over its facilities and systems. State and its auditors shall not be given access to any Contractor's systems for auditing purposes. The right to conduct an Assessment does not allow State to perform security testing, vulnerability assessment, or penetration testing against Contractor. As an alternative to allowing State, their clients, or their auditors to perform their own scans, Contractor shall hire an independent nationally recognized third party to perform an ethical hack/penetration test annually. State may review the executive summary results either onsite at Contractor's company headquarters or via web conference. Contractor will not be required to provide access to the proprietary data of Contractor or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential. In lieu of an on-site assessment,

SCHEDULE F – DATA SECURITY REQUIREMENTS

upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any mutually agreed upon safeguards requested by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**, provided that the State must give Contractor at least thirty (30) days prior written notice in which to cure the breach before terminating this Contract.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans according to Contractor's internal policies.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments must be completed for each major release and no less than annually; and if applicable, the State may review the executive summary results either onsite at Contractor's company headquarters or via web conference. Contractor will not be required to provide access to the proprietary data of Contractor or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential.

SCHEDULE F – DATA SECURITY REQUIREMENTS

9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and if applicable, the State may review the executive summary results either onsite at Contractor's company headquarters or via web conference. Contractor will not be required to provide access to the proprietary data of Contractor or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and if applicable, the State may review the executive summary results either onsite at Contractor's company headquarters or via web conference. Contractor will not be required to provide access to the proprietary data of Contractor or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by applicable regulatory or industry requirements, or data classification.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

SCHEDULE F – DATA SECURITY REQUIREMENTS

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and if applicable, the State may review the executive summary results, including count of vulnerabilities by severity and age, either onsite at Contractor's company headquarters or via web conference. Contractor will not be required to provide access to the proprietary data of Contractor or of its other clients. All information learned or exchanged in connection with an Assessment shall be kept confidential.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE F – EXHIBIT 1 – DISASTER RECOVERY PLAN

Disaster Recovery. Contractor will maintain disaster recovery plans ("DRP") that will enable continuity of the agreed services in the event of a declared disaster. The DRP (technology recovery) will provide that, following the declaration of a disaster, Contractor is able to resume services in accordance with the published Recovery Time Objective ("RTO") and restore lost data, as a result of the disaster, within the published Recovery Point Objective ("RPO"). The DRP will be maintained and exercised periodically as documented by the Global Disaster Recovery policy and standards. Contractor will have criteria for declaring a disaster and the declaration of a disaster will be at the discretion of Contractor' management team. Disaster Recovery Plans are confidential and will not be provided to Client. If Client has signed a non-disclosure agreement or has similar contractual obligations of confidentiality with Contractor, Client may view select documentation during an on-site security meeting at an approved Contractor facility or authorized web conference presented by an authorized Contractor employee. Copies of the documentation or detailed information within the documentation will not be reproduced or removed from Contractor' facility.

Business Continuity. Contractor shall maintain business continuity plans ("BCP") that will enable continuity of our critical services following the declaration of a disaster. The BCP will, at a minimum, address the recovery and response for people and processes to restore critical services. The BCP will be maintained and exercised at least annually as documented by the Global Business Resilience policy and procedures. BCP are confidential and will not be provided to Client. If Client has signed a non-disclosure agreement with Contractor or has similar contractual obligations of confidentiality with Contractor, Client may view select documentation during an on-site security meeting at an approved Contractor facility or authorized web conference presented by an authorized Contractor employee. Copies of the documentation or detailed information within the documentation will not be reproduced or removed from the Contractor facility.