



Agreement for Consumer Report Service

This Agreement for Consumer Report Service ("Agreement") is effective this day of , 20 ("Effective Date") and is made between Equifax Information Services LLC ("Equifax") and ("Client") so that Client may acquire the information service from Equifax described below ("Information Service"). Equifax and Client agree as follows:

1. **Background.** Client is a government agency, or a duly appointed agent of a government agency, that has responsibility for children in foster care, and is subject to federal law, state law or both, that requires Client to obtain a copy of any consumer report (as defined in section 603(d) of the Fair Credit Reporting Act) pertaining to certain children in foster care under Client's responsibility. Equifax is a national consumer credit reporting agency that maintains credit files on U.S. consumers and has procedures under which it can provide a consumer with a copy of his or her consumer report. Subject to the terms and conditions of this Agreement, Equifax is willing to provide consumer credit reports, as available, to Client so that Client can fulfill its obligation described above.

2. **Information Service.** Upon receipt of a request from Client for the Information Service, Equifax will return to Client, as available, the corresponding consumer credit report of the subject foster child.

The Information Services that Client is authorized to receive under this Agreement are limited to the ACROFILE. Any other product/services selected by Client are subject to Equifax's then-current fees for such service.

3. **Client Certifications.** Client certifies that it (i) is a government agency, or a duly appointed agent of a government agency, that has responsibility for foster child care, (ii) will only request the Information Service as required by law in connection with a child under Client's care that has attained 16 years of age (or 14 years of age after September 29, 2015), (iii) will use the consumer reports obtained through the Information Service for the purpose of assisting the subject child in interpreting and resolving any inaccuracies in the report, (iv) will not use or disclose a consumer report provided via the Information Service for any other purpose and (v) will with respect to each consumer report obtained via the Information Service comply with all applicable federal and state laws and all applicable regulations promulgated under any of them.

4. **Access.** Client will make all requests for the Information Service in the manner that Equifax and Client from time to time agree upon, including the provision of all identity information Equifax may require. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Service. Equifax will provide at no charge reasonable consultation to Client to assist in defining those hardware and software needs. Equifax will (i) treat as strictly confidential all consumer identity information Client provides in connection with the Information Service, (ii) will use that information solely for the purpose of providing the Information Service and for no other purpose and (iii) will protect all consumer identity information using procedures that are consistent with those Equifax uses to protect consumer identity information it receives directly from a consumer that requests a copy of his or her Equifax consumer report information.

5. **Audits.** In order to determine Client's compliance with this Agreement, Equifax or its designated representative shall have the right to, from time to time, conduct audits by mail, email or similar electronic means that may require Client to provide documentation confirming the purpose for which Client requested a consumer report under this Agreement. Client will reasonably cooperate to promptly provide Equifax with copies of or access to documents that reasonably satisfy Equifax' request for information, and will use reasonable efforts to otherwise cooperate with Equifax in all such audits.

6. **Term and Termination.** This Agreement will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year terms unless either party provides the other with written notice of its intent not to renew not less than thirty (30) days prior the end of the then current one year term. If either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with fifteen (15) calendar days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that the other party has violated any applicable law or regulation.

7. **Client Indemnity.** Client shall indemnify and defend Equifax from and against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) arising from or relating to the investigation, defense, settlement or satisfaction of claims or causes of action of a third party against Equifax arising out of or relating to a breach (or alleged breach) by Client of Section 3 ("Client Certifications"), Section 8 ("Data Security") or both.

8. **Data Security.** Client will abide by the data security requirements described in the attached **Exhibit A**.

9. **Assignment.** Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned or transferred, by operation of law or otherwise, by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

10. **Notices.** Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: Contract Administration, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

11. **Subcontractors.** Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

12. **Miscellaneous.** This Agreement will be governed and interpreted by the laws of the state with jurisdiction over Client without regard to principles of conflicts of law. This Agreement sets forth the final, complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings whether written or oral. This Agreement may only be modified by a written document executed by both parties; provided, that, no additional or conflicting term in a Client form purchase order or similar document, even if signed by the parties, shall have any effect. Notwithstanding the exact names given to the Services listed in any Schedule, if Equifax releases any improvements or additions to the Services, the references in such Schedule(s) shall be deemed to refer to such improved or additional Services and no amendment to this Agreement and/or any Schedule shall be required. This Agreement may be executed in counterparts, and signatures may be exchanged by electronic means. In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of the Agreement shall survive and remain in full force and effect, and any unenforceable provision shall to the extent legally permitted be replaced by an enforceable provision that comes closest to the parties' intent underlying the unenforceable provision. Neither party will be liable to the other by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control, including, but not limited to, governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God (e.g. fire, flood, inclement weather, epidemic or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays, or acts of third parties. The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is the representative or agent of the other for any purpose, and neither has power or authority to act as agent for or to represent, act for, bind, or otherwise create or assume, any obligation on behalf of the other. The obligations and rights under this Agreement or any Schedule, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this Agreement or a Schedule will survive the termination, cancellation or expiration of this Agreement or such Schedule.

13. **Authority.** The person signing below represents and warrants that he or she has the necessary authority to bind Client.

SIGNATURES ON NEXT PAGE

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

EQUIFAX INFORMATION SERVICES, LLC.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By  _____

Deputy

8.26.19

Matter # 2018197

EXHIBIT A DATA SECURITY

These requirements apply to any means through which Client orders or accesses the Information Service including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Client employee that Client has authorized to order or access the Information Service and who is trained on Client's obligations under the Agreement with respect to the ordering and use of the Information Service, and the information provided through same, including Client's FCRA and other obligations with respect to the access and use of consumer reports. Client will, with respect to handling any data provided through the Information Service (the "Equifax Information"):

- (a) ensure that only Authorized Users can order or have access to the Services;
- (b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement;
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
- (d) take all necessary measures to prevent unauthorized ordering of or access to the Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know;
- (e) assign unique User IDs to each Authorized User and ensure that Authorized Users do not share User IDs or passwords;
- (f) adhere to all security features in the software and hardware Client uses to order or access the Services, including the use of IP restriction;
- (g) 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;
- (h) in no event access the Services via any hand-held wireless communication device, unless (i) Client's enrollment, access and authentication process has first been reviewed and approved in writing by Equifax, and (ii) the device goes through Client's device enrollment, access, and authentication process;
- (i) not store Equifax Information on non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs);
- (j) encrypt all Equifax Information when not in use and store all printed Equifax Information in a secure, locked container when not in use and completely destroy Equifax Information 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;
- (k) if Client sends, transfers or ships any Equifax Information, encrypt the Equifax Information using minimum standards of Advanced Encryption Standard (AES), minimum 128-bit key, or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms;
- (l) not ship hardware or software between Client's locations or to third parties without deleting all Equifax Client member number(s), security codes, User IDs, passwords, Client user passwords, and any consumer information,
- (m) monitor compliance with the obligations of this Section, and immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Services, including, without limitation, a review of Equifax invoices for the purpose of detecting any unauthorized activity,
- (n) if Client uses a Service Provider to establish access to the Services, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Client under this Section,
- (o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record contained in the Equifax Information, which efforts must include the use of those procedures issued by the CFPB for the disposal of consumer report information or records or such other procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g., the Federal Trade Commission, the applicable banking or credit union regulator);
- (p) use commercially reasonable efforts to secure Equifax Information when stored on servers, subject to the following requirements: (i) servers storing Equifax 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) protect Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Information, which must include authentication and passwords that are changed at least every 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;
- (q) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;
- (r) use commercially reasonable efforts 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 by Equifax;
- (s) provide immediate notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative; and
- (t) in the event Client has a security incident involving Equifax Information, Client will fully cooperate with Equifax in a security assessment process and promptly remediate any finding.

EXHIBIT B

Insurance Requirements

CONTRACTOR and all affiliates as described under this Agreement shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damages which may arise from, or in connection with, performance under the Agreement by CONTRACTOR, its agents, representatives, employee, subcontractors and affiliates.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR shall submit endorsements to the General Liability policy reflecting the following provisions:
 - a. *The County of Tulare, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*

- b. For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.*
 - c. Such coverage shall not be canceled by CONTRACTOR, except after thirty (30) days prior written notice has been provided to COUNTY.*
 - d. CONTRACTOR hereby grants to COUNTY a waiver of any rights to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
- 3. The Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the COUNTY's Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, CONTRACTOR shall file with the COUNTY certificates of insurance with copies of endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.