

Agreement for Consumer Report Service

This Agreement for Consumer Report Service ("**Agreement**") is effective this 15th day of February, 2013 ("**Effective Date**") until 14th of February, 2014 and is made between Equifax Information Services LLC ("**Equifax**") and Nebraska Department of Health and Human Services ("**Client**") so that Client may acquire the information service from Equifax described below (the "**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.

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, (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. **Pricing.** Client shall pay for the Information Service according to the pricing rates and other terms described in the attached **Exhibit A**. Client will pay all amounts due no later than twenty (20) days from the date of Equifax's invoice. Interest will accrue daily on all amounts not timely paid at the rate of 1.5% per month.

7. **Term and Termination.** This Agreement is effective this 15th day of February, 2013 until 14th of February, 2014 and is made between Equifax and the Client. Thereafter, the Agreement may be renewed upon agreement of the parties for three (3) additional one (1) year terms. 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.

8. Intentionally Deleted.

9. Data Security. Client will abide by the data security requirements described in the attached Exhibit B.

10. Additional Terms. Equifax will abide by the Client's requirements described in the attached Exhibit C.

11. 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.

12. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

13. 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.

14. Force Majeure. 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.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings between the parties (whether written or oral) relating to the subject matter of this Agreement. No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.

16. Severability. If any provision of this Agreement is found to be illegal or unenforceable under applicable law, by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it enforceable without invalidating any of the remaining provisions of this Agreement.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with a court of competent jurisdiction and interpreted by the laws of Nebraska without regard to principles of conflicts of law.

18. 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 be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

19. Headings. Descriptive headings used in this Agreement are for convenience only and will not be used to interpret this Agreement.

20. Authority. The persons signing below represent and warrant that they have the necessary authority to bind Client and Equifax respectively.

CLIENT: NE Dept. of Health & Human Services
ADDRESS: Po. Box 95026
Lincoln, NE 68509-5026
Signed by: Vicki Maca
Printed Name: Vicki Maca, LCSW, LMHP
Title: Deputy Director
Division of Children & Family Services
Date: 2/13/13

EQUIFAX: Equifax Information Services LLC
ADDRESS: 1550 Peachtree Street
NW, Atlanta GA 30309
Signed by: [Signature]
Printed Name: JAC CARAWANTE
Title: VP OPERATIONS
Date: 2/21/13

EXHIBIT A

PRICING

One time set-up Fee: \$500

Monthly Service Fee: \$50

The rate for Monthly Service Fee will be effective for one year from the Effective Date of the Agreement. After that, Equifax may periodically change that rate by providing Client with not less than thirty (30) days written notice of that change. Equifax will not change rates more frequently than once in any twelve (12) month period. Equifax will bill Client monthly in arrears for the Monthly Service Fee.

EXHIBIT B
DATA SECURITY

1. 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.

For the purposes of this Section, 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.

2. 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 Information Services,
- (b) ensure that Authorized Users do not order credit report disclosures for personal reasons or provide them to any third party except as permitted by the 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) ensure that all devices used by Client to order or access the Information Service are placed in a secure location and 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 commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of or access to the Information Service 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, 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,
- (f) change Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Client suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
- (g) adhere to all security features in the software and hardware Client uses to order or access the Information Services, including the use of IP restriction,
- (h) 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,
- (i) in no event access the Information Service via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
- (j) 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 Information Service. In addition, Equifax Information must be encrypted when not in use and all printed Equifax 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,
- (k) if Client sends, transfers or ships any Equifax Information, encrypt the Equifax Information using the following minimum standards, which standards may be modified from time to time by Equifax: 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 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 Information Services, including, without limitation, a review of Equifax invoices for the purpose of detecting any unauthorized activity,
- (n) if, subject to the terms of this Agreement, Client uses a contractor to establish access to the Information Services, be responsible for the contractor's use of Client's member numbers, security access codes, or passwords, and Client will ensure the contractor safeguards Client's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Client under this Exhibit,
- (o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by, if applicable the federal regulatory agency charged with oversight of Client's activities applicable to the disposal of consumer report information or records,

(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,

(s) provide immediate notification to Equifax of any change in address or office location and are 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 C
Additional Terms

- A. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** Equifax shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under this Agreement comply with the applicable standards. In the event such standards change during Equifax's performance, the Client may create an amendment to the Agreement to request that Equifax comply with the changed standard at a cost mutually acceptable to the parties.
- B. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** Equifax shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
1. If Equifax is an individual or sole proprietorship, the following applies:
 2. Equifax must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 3. If Equifax indicates on such attestation form that he or she is a qualified alien, Equifax agrees to provide the US Citizenship and Immigration Services documentation required to verify Equifax's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 4. Equifax understands and agrees that lawful presence in the United States is required and Equifax may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
- C. **PUBLIC COUNSEL.** In the event Equifax provides health and human services to individuals on behalf of DHHS under the terms of this Agreement, Equifax shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this Agreement. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the Agreement.