



**MURIEL BOWSER**  
**MAYOR**

April 24, 2023

Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania Avenue, NW, Suite 504  
Washington, DC 20004

Dear Chairman Mendelson:

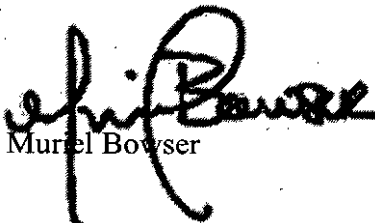
Enclosed for consideration and enactment by the Council of the District of Columbia is an emergency bill, the "Contract No. DCHBX-2023-E-0001 with Experian Consumer Services Approval and Payment Authorization Emergency Act of 2023," and the accompanying emergency declaration resolution.


The legislation will approve Contract No. DCHBX-2023-E-0001 with Experian Consumer Services to provide DC Health Link customers with identity and credit monitoring protection in response to a data breach that involved personally identifiable information. In addition, the legislation will approve payment for services received and to be received under the contract.

If you have any questions regarding this legislation, please have your staff contact Kenneth Wallington, Contracting Officer, DC Health Benefit Exchange Authority, at (202) 679-5952.

I urge the Council to take prompt and favorable action on the enclosed legislation.

Sincerely,

  
Muriel Bowser

  
Chairman Phil Mendelson  
at the request of the Mayor

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, Contract No. DCHBX-2023-E-0001 with Experian Consumer Services to provide DC Health Link customers with identity and credit monitoring protection, and to authorize payment for the goods and services received and to be received under the contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,

That this act may be cited as “Contract No. DCHBX-2023-E-0001 with Experian Consumer Services Approval and Payment Authorization Emergency Act of 2023”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51) and notwithstanding the requirements of section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), the Council approves Contract No. DCHBX-2023-E-0001 with Experian Consumer Services to provide DC Health Link customers with identity and credit monitoring protection and authorizes payment in the not-to-exceed amount of \$3,400,000 for the goods and services received and to be received under the contract.

Sec. 3. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 4a of the General Legislative Procedures

34 Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-  
35 301.47a).

36 Sec. 4. Effective date.

37 This act shall take effect following approval by the Mayor (or in the event of veto  
38 by the Mayor, action by the Council to override the veto), and shall remain in effect for  
39 no longer than 90 days, as provided for emergency acts of the Council of the District of  
40 Columbia in section 412(a) of the District of Columbia Home Rule Act, approved  
41 December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Contracting and Procurement**



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

(Retroactive)

(A) **Contract Number:** DCHBX-2023-E-0001

**Proposed Contractor:** Consumerinfo.com dba Experian Consumer Services

**Contract Amount:** \$ Not-to-Exceed (NTE) \$3,400,000.00

**Unit and Method of Compensation:** Fixed price

**Term of Contract:** March 9, 2023 through September 30, 2023

**Type of Contract:** Requirements

**Source Selection Method:** Emergency Contract

(B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:** \$3,400,000.00 (NTE)

**Option Period 1 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 2 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 3 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 4 Amount:** \$

**Explanation of difference from base period (if applicable):**

**(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

Identity and credit monitoring protection for DC Health link customers delivered by internet. Services also include the facilitation of calls at the contractor's call center.

**(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

The vendor was selected in accordance with HBX's emergency procurement policies and procedures. HBX received quotes from two (2) vendors. The selected vendor offered the lowest prices that met HBX's requirements.

**(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

There were no protests.

**(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

Experian is an award winning globally recognized company offering credit and identity protection monitoring services. They have decades of experience with over 6000 employees in the United States. Experian holds contracts with the federal government. They are a financially stable company as demonstrated through their Dun & Bradstreet supplier qualifier report. Additionally, as a publicly held company, Experian's financial information is made publicly available in their financial reports and updates.

**(G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**

March 9, 2023, through September 30, 2023. The proposed change date is to be made effective March 17, 2023 through September 30, 2023.

**(H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**

The work or services performed pursuant to an agreement that does not, on its own, require Council review, are the following: \$315,359.85 plus \$388,214.32. The work or services performed pursuant to a proposed change are the following: \$543,135.58 plus \$174,418.50. Moreover, additional work or services will be performed (see answer in (I)).

**(I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**

The original contract amount (comprised of orders for services in the amounts of \$315,359.85 and \$388,214.32) is \$703,574.17. As referenced in (H), the aggregate dollar value of the proposed changes above this amount is \$717,554.08 (\$543,135.58 plus \$174,418.50). The contract approval includes an additional amount of up to \$1,978,871.75. The additional \$1,978,871.75 was calculated on a fixed unit price assumption for the number of consumers who enroll in Experian credit and identity monitoring services above an initial 7% enrollment rate.

**(J) The date on which the contracting officer was notified of the proposed change:**

March 16, 2023

**(K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:**

On March 6, 2023, the DC Health Benefit Exchange Authority ("DC Health Link") received notice that data for some DC Health Link customers had been published on a data breach forum. HBX immediately launched a comprehensive investigation, began working with law enforcement, and engaged a third-party expert forensics firm to investigate. As a result of the investigation, two distinct groups were identified - (Group 1) individuals we know were impacted by the data breach because their information was taken and posted publicly and (Group 2) individuals whose information we now know was stored in the same manner as the first group, but we do not have actual evidence that information for Group 2 was compromised.

All people in Group 1 and Group 2 were provided with three years of free identity and credit monitoring services for all-three major credit bureaus. The three years of credit monitoring protection includes all dependents, spouses, and children currently enrolled (or enrolled in the past).

In addition, to help regain public trust and out of an abundance of caution, HBX will allow customers not impacted to sign up for the same three years of monitoring.

Preparations could not be made to seek Council approval prior to authorizing contract performance because HBX had a legal obligation to immediately address a data breach that involved DC Health Link consumers' personally identifiable information, and to take all actions necessary to mitigate the risk of harm to consumers as quickly as possible.

**(L) The reason for the proposed change:**

To provide additional DC Health Link customers with credit and identify monitoring protection because of the data breach.

**(M) The legal, regulatory, or contractual authority for the proposed change:**

DC Official Code 31-3171.04(a)(5) and § 2-352.02

- (N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

There is no subcontracting plan. This procurement was issued as an emergency procurement.

- (O) Performance standards and the expected outcome of the proposed contract:**

Experian will provide quality reputable identity and credit monitoring services to DC Health Link customers because of the data breach.

- (P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**

There has been no expenditure of funds.

- (Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

The Agency Chief Financial Officer has provided a certification of the availability of funding for the proposed contract (Attachment A).

- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

The contract has been reviewed for legal sufficiency and deemed legally sufficient (Attachment B).

- (S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

Experian is in compliance with DC taxes per their Clean Hands report dated March 30, 2023 (Attachment C).

- (T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

Experian is current with its federal taxes as indicated by the System of Award Management (SAM) record results (Attachment D).

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq.:**

Experian is not a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

None

- (W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

Experian has no record of debarment or suspension actions on the federal and District excluded parties lists (Attachment E).

- (X) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

No determination and findings issues.

- (Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**

[www.hbx.dc.gov](http://www.hbx.dc.gov)

- (Z) Where the original solicitation, and any amendments or modifications, will be made available online:**

[www.hbx.dc.gov](http://www.hbx.dc.gov)





Date of Notice: March 30, 2023

Notice Number: L0009406292

CONSUMERINFO.COM INC  
475 ANTON BLVD  
COSTA MESA CA 92626-7037

FEIN: \*\*-\*\*\*5932  
Case ID: 1461774



**CERTIFICATE OF CLEAN HANDS**

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

1101

Authorized By Melinda Jenkins  
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit [MyTax.DC.gov](http://MyTax.DC.gov). On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DC Health Benefit Exchange Authority**



Office of the Chief Financial Officer

**MEMORANDUM**

**TO: Kenneth Wallington**  
**Contracting Officer**  
**DC Health Benefit Exchange Authority**

**FROM: Marjorie V. Edmonds**  
**Agency Chief Financial Officer**  
**DC Health Benefit Exchange Authority**

**THRU: Delicia V. Moore**  
**Associate Chief Financial Officer**  
**Human Services Support Cluster**

**DATE: April 5, 2023**

**SUBJECT: Certification of Funding Availability for Experian, Contract #DCHBX-2023-E-0001**

The Office of the Chief Financial Officer hereby certifies that the sum of \$3,400,000 is included in the DC Health Benefit Exchange Authority's Enterprise Fund budget for Fiscal Year 2023 to fund the costs associated with the Agency's contract with Experian to provide credit and identity monitoring for the District's ACA participants. This certification supports the Experian contract during the period from March 9, 2023 to September 30, 2023. The fund allocation is as follows:

**Vendor: Experian**

**Contract #: DCHBX-2023-E-0001**

**Fiscal Year 2023    Funding Period: 03/09/2023 to 09/30/2023 (Non-PATEO)**

<b>FY</b>	<b>Agency Code</b>	<b>Fund</b>	<b>Program</b>	<b>Cost Center</b>	<b>Account</b>	<b>Amount</b>
2023	HI0	8362003	100080	70119	7132001	\$3,400,000
<b>FY 2023 Contract Total:</b>						<b>\$3,400,000</b>

Should you have any questions, please contact me at 202-503-5272.

# GOVERNMENT OF THE DISTRICT OF COLUMBIA



## LEGAL SUFFICIENCY MEMORANDUM

**TO:** Tommy Wells, Director  
Office of Policy and Legislative Affairs  
Executive Office of the Mayor

**FROM:** Brian K. Flowers  
General Counsel

**DATE:** April 7, 2023

**SUBJECT:** Legal Sufficiency Review of Contract No. DCHBX-E-2023-0001.  
Contractor: Experian Consumer Services  
Amount: \$3,400,000.00

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The proposed contract action is to award a new contract in the not-to-exceed amount of \$3.4 million to Experian Consumer Services (Experian) to provide three years of free identity and credit monitoring services for all three major credit bureaus to D.C. Health Link customers whose data was published on a data breach forum. The three years of monitoring protection includes all dependents, spouses, and children enrolled. Experian is a multinational consumer credit reporting company that collects and aggregates information on more than a billion people and businesses.

Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51) and notwithstanding the requirements of section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), Council approval of Contract No. DCHBX-E-2023-0001 between the District of Columbia Health Benefit Exchange Authority and Experian Consumer Services (Experian), is required for services received and to be received under the contract.

I have reviewed the proposed award and the underlying contract and certify that it is legally sufficient.

If you have any questions regarding this certification, please do not hesitate to contact me at (202)812.8444.

*Brian Flowers*

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Brian K. Flowers

1. Contract Number <b>DCHBX-2023-E-0001</b>		2. Effective Date <b>March 9, 2023</b>		3. Requisition/Purchase Request/Project No.	
4. Name and Address of Contractor: <b>ConsumerInfo.com, Inc. aka Experian Consumer Services 475 Anton Blvd. Costa Mesa, CA 92626 Tel-714-227-2204 Contact Person- Michael Morelli Michael.morelli@experian.com</b>			5. Delivery Address: <b>DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4<sup>th</sup> Floor Washington, DC 20005</b>		
7. Reserved for future use			8. Accounting and Appropriation Data		
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total
	<b>Credit and identity monitoring services</b>	See Price Schedule		See price Schedule	<b>NTE \$3,400,000.00</b>
<b>Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable</b>					
<input checked="" type="checkbox"/> 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.)  Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents:			<input type="checkbox"/> 11. AWARD (Contractor is not required to sign this document.)  Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
12A. Name and Title of Signer (Type or print) David Proctor			13A. Name of Contracting Officer Kenneth Wallington		
12B. DocuSigned by: <i>David Proctor</i> (Authorized Representative's Signature)		12C. Date April 6, 2023   2:28 PM PDT	13B. District of Columbia (Contracting Officer's Signature)		13C. Date

DocuSigned by:



## SECTION B

### SUPPLIES OR SERVICE AND PRICE/COST

**B.1** The DC Health Benefit Exchange Authority (HBX) awards a contract to Experian Consumer Services ("Contractor") to provide credit and identification monitoring services.

**B.1.1** This contract is being awarded as authorized by DC Official Code 31-3171.04(a)(5) and 2-351.05(c)(22) and in accordance with DC Health Benefit Exchange Authority Contracting and Procurement Policies and Procedures, Section III B – Emergency Procurements.

**B.2** The District awards a Requirements type of contract with fixed unit prices and an assumption based on a 7% fixed redemption rate.

#### **B.3 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (E.6). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

#### **B.4 PRICE SCHEDULE**

**B.4.1** The price schedule is in accordance with Identityworks Products & Services Order Form.

**B.4.1.1** This contract shall not exceed \$3,400,000.00 unless authorized by the Contracting Officer.

**SECTION C**  
**STATEMENT OF WORK**

**C.1 SCOPE**

The DC Health Benefit Exchange Authority (HBX) awards a contract to Experian Consumer Services (“Contractor”) to provide credit and identification monitoring services.

**C.2 BACKGROUND**

The DC Health Benefit Exchange Authority recently experienced a data breach. HBX takes the data breach of enrollee information very seriously. On Monday, March 6, 2023, upon becoming aware of the incident, HBX immediately launched an investigation, began working with law enforcement, and engaged a third-party forensics firm. The following is an update to the ongoing investigation and data breach situation.

There were 56,415 customers impacted. The data fields include the following, although not all data fields were necessarily included for each enrollee: name, Social Security number, date of birth, gender, health plan information (e.g. plan name, carrier name, premium amounts, employer contribution, and coverage dates), employer information, enrollee information (e.g. address, email, phone number, race, ethnicity, and citizenship status).

HBX recognizes the seriousness of this incident and have reached out to impacted enrollees to provide three years of free identity and credit monitoring for all three major credit bureaus. The three years of monitoring protection includes all enrolled dependents, spouses and children. In addition, and out of an abundance of caution, HBX is offering the same three years of monitoring to all other customers who were not impacted.

**C.3 REQUIREMENTS**

**C.4.1** Requirements in this contract are in accordance with the products and services as detailed in Exhibit 1 (56415), Exhibit 2 (69448), and Exhibit 3 (97162) – *Identityworks Products & Services Order Form*, attached and incorporated by reference.

## **SECTION D**

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

#### **D.1 TERM OF CONTRACT**

The term of the contract shall be from date of notice to proceed (March 9, 2023) through September 30, 2023.

**D.1.1** The total duration of this contract shall not exceed September 30, 2023.

## SECTION E

### CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

#### E.1 CONTRACTING OFFICER (CO)

Contract will be entered into and signed on behalf of HBX only by Contracting Officers. The contract information for the Contracting Officer is:

Kenneth Wallington  
Contracting Officer  
DC Health Benefit Exchange Authority  
1225 "I" Street, NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
[Kenneth.Wallington@dc.gov](mailto:Kenneth.Wallington@dc.gov)

#### E.2. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- E.2.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- E.2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- E.2.3 In the event the Contractor effects any changes at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

#### E.3 CONTRACT ADMINISTRATOR (CA)

- E.3.1 The CA is responsible for general administration of the contract and advising the CO as the Contractor's compliance or non-compliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - E.3.1.1 **Keeping** the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - E.3.1.2 **Coordinating** site entry for Contractor personnel, if applicable;
  - E.3.1.3 **Reviewing** invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - E.3.1.4 **Reviewing** and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the HBX payment provisions; and



**E.3.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**E.3.2** The address and telephone number of the CA is:

Nikki Leon  
Privacy Officer, DC Health Link  
Associate General Counsel and Policy Advisor  
DC Health Benefit Exchange Authority  
1225 Eye Street, NW, 4th floor  
Washington, DC 20005  
[nicole.leon@dc.gov](mailto:nicole.leon@dc.gov)

**E.3.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract; delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorized the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**E.4** The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to HBX, to take all corrective action necessitated by reason of the unauthorized changes.

## **E.5 INVOICE SUBMITAL AND PAYMENT**

**E.5.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**E.5.2** The Contractor shall submit proper invoice (s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.

**E.5.3** To constitute a proper invoice, the Contractor shall enter all required information into the DC Vendor Portal after selecting the applicable purchase order number listed on the Contractor's profile.

**E.5.4** HBX will make payment to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract (or task or delivery order), for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in the Contract.

## **E.6 ORDERING CLAUSE**

**E.6.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

**E.6.2** All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

**E.6.3** Orders may be issued by facsimile or by electronic commerce methods.

**F.1 ATTACHMENTS**

**The following attachments are incorporated in this contract by reference:**

**EXHIBIT 1 (56415)** – Identityworks Products & Services Order Form

**EXHIBIT 2 (69448)** – Identityworks Products & Services Order Form

**EXHIBIT 3 (97162)** – Identityworks Products & Services Order Form

**AMENDMENT No. 1 - DCHBX Amendment No. 1 to IDW Product Agreement**

**F.2 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contractors Identityworks order forms, as amended (Exhibits 1, 2, 3 and Amendment No. 1)
- (2) Contract document

**Certificate Of Completion**

Envelope Id: 87A8AAA291104EC8A7A6FC23187438ED	Status: Sent
Subject: Complete with DocuSign: Emergency Contract - DCHBX-E-2023-0001_revised.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ECS Contracts
	475 Anton Blvd
	Costa Mesa, CA 92626-7037
	julie.hilliard@experian.com
	IP Address: 74.117.21.10

**Record Tracking**

Status: Original	Holder: ECS Contracts	Location: DocuSign
4/6/2023 11:12:33 AM	julie.hilliard@experian.com	

**Signer Events**

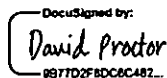
Signature	Timestamp
Michael Zbawiony michael.zbawiony@experian.com Security Level: Email, Account Authentication (None)	Sent: 4/6/2023 11:33:22 AM Viewed: 4/6/2023 11:33:41 AM Signed: 4/6/2023 11:35:13 AM



Using IP Address: 74.117.21.10

**Electronic Record and Signature Disclosure:**  
Accepted: 4/6/2023 11:33:41 AM  
ID: 5408c366-59e0-411d-9feb-51de4c11cef2

David Proctor  
David.Proctor@experian.com  
President Experian Partner Solutions



Sent: 4/6/2023 11:35:18 AM  
Viewed: 4/6/2023 12:40:18 PM  
Signed: 4/6/2023 2:28:44 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 74.117.21.10

**Electronic Record and Signature Disclosure:**  
Accepted: 4/6/2023 12:40:18 PM  
ID: 13c406ce-eb87-4bcf-8596-71251fc5a243

Kenneth Wallington  
kenneth.wallington@dc.gov  
Security Level: Email, Account Authentication (None)

Sent: 4/6/2023 2:28:50 PM  
Viewed: 4/7/2023 8:02:58 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/7/2023 8:02:58 AM  
ID: 6c461c38-dc48-4e88-aac1-bc4423611e62

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Michael Morelli

Michael.Morelli@experian.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 4/30/2021 10:19:07 AM

ID: e6d934e3-9b73-45d7-9d83-4120df65c5ae

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	4/6/2023 11:15:19 AM
Envelope Updated	Security Checked	4/6/2023 11:33:21 AM
Envelope Updated	Security Checked	4/6/2023 11:33:21 AM
Envelope Updated	Security Checked	4/6/2023 11:33:21 AM
Envelope Updated	Security Checked	4/6/2023 11:33:21 AM
Envelope Updated	Security Checked	4/6/2023 2:19:19 PM
Envelope Updated	Security Checked	4/6/2023 2:19:19 PM
Certified Delivered	Security Checked	4/7/2023 8:02:58 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **CONSUMER DISCLOSURE**

From time to time, Experian Services Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Experian Services Corp.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [susan.walters@experian.com](mailto:susan.walters@experian.com)

**To advise Experian Services Corp. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [susan.walters@experian.com](mailto:susan.walters@experian.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Experian Services Corp.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [susan.walters@experian.com](mailto:susan.walters@experian.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Experian Services Corp.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [susan.walters@experian.com](mailto:susan.walters@experian.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the  I agree  button below.

By checking the  I Agree  box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Experian Services Corp. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Experian Services Corp. during the course of my relationship with you.



## AMENDMENT No.1 TO THE IDENTITYWORKS™ PRODUCT AGREEMENT

This Amendment ("Amendment No.1") is made as of March 21, 2023 ("Amendment Effective Date"), to that certain IDENTITYWORKS™ Product Agreement, (the "Agreement") by and between ConsumerInfo.com, Inc. ("CIC") also known as Experian Consumer Services, and the DC Health Benefit Exchange Authority (the "Client"). Capitalized terms not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement as defined below.

WHEREAS, CIC and Client entered into the Agreements:

Order Form 1: Effective Date of March 9, 2023 with an enrollment end date of June 30, 2023 for 69,448 total activation codes;

Order Form 2: Effective Date of March 9, 2023 with an enrollment end date of June 30, 2023 for 56,415 total activation codes;

Order Form 3: Effective Date of March 9, 2023 with an enrollment end date of June 30, 2023 for 97,162 total activation codes; and

WHEREAS, CIC and Client desire to amend and modify the Agreement as delineated below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amend Section 6. Fees and Payment.** Section 6 of the Agreement shall be deleted in its entirety and replacing it with the following, :

"Client will pay CIC for all Consumer Products and Supplemental Services delivered in accordance with the pricing and other requirements contained within the Schedules and each Order Form ("Fees"). All Client payments are due thirty (30) days from the date of each CIC invoice. Interest shall accrue on any past due amounts at the rate of one-and-one half percent (1.5%) per month.

2. **Amend Section 7, Taxes.** Section 7 of the Agreement shall be deleted in its entirety as Client is a tax-exempt entity.

3. **Amend Section 8, Confidentiality** Section 8 of the Agreement shall be amended to include the following :

***"Notwithstanding the foregoing in Section 8, Client agrees to these terms, subject to any FOIA reporting requirements."***

4. **Client Indemnification.** Client indemnity obligations shall be deleted and replaced in its entirety with the following:

"Client shall be fully responsible for all acts, errors, and omissions of its employees, agents, and subcontractors."

5. **Complete Agreement.** As of the Amendment Effective Date, the parties mutually agree to modify Section 19 of the Agreement by modifying the second sentence in Section 19 as follows:

***"This Agreement, along with any document the parties mutually agree upon and formally executed by both parties, contains the entire agreement and understanding concerning the subject matter between Client and CIC and supersedes all prior agreements (whether written, oral or electronic), term sheets, prior negotiations, or proposals that relate specifically to the subject matter herein. Any pre-printed terms on any purchase orders shall be null and void."***

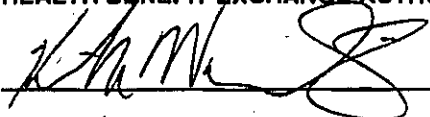
[Signature page follows]





To the extent the terms of the Agreement, or any other document conflict with the terms of this Amendment No.1, the terms of this Amendment No.1 shall control in connection with the subject matter hereof. All terms of the Agreement not modified herein shall remain unmodified and in full force and effect.

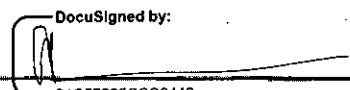
**DC HEALTH BENEFIT EXCHANGE AUTHORITY**

By: 

Name: Kenneth Wallington

Title: Contracting Officer

**CONSUMERINFO.COM, INC.**

DocuSigned by:  
By:   
91C57665CCC8442...

Name: Michael Bruemmer

Title: VP Consumer Protection

DocuSigned by:



## IDENTITYWORKS™ PRODUCTS &amp; SERVICES ORDER FORM

Client Information	
Client Name: DC Health Benefit Exchange	State of Incorporation: District of Columbia
Primary Contact: Kenneth Wallington	Billing Contact: See purchase order for billing instructions
Address: 1225 I (Eye) Street, NW, 4 <sup>th</sup> Floor, Washington DC 20005	Billing Address:
Primary Contact Email: kenneth.wallington@dc.gov	Billing Contact Email:
Primary Contact Phone: 202-679-5952	Billing Contact Phone:

Order Date: March 9, 2023	Total Fee for this Order: 56,415 * \$5.59 = \$315,359.85 (Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption)	PO # (if applicable):
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Consumer Product (Activation Codes)	
Enrollment End Date: June 30, 2023	Total Activation Codes: 1 multi-use code for Credit Plus 3B capped at 46,825 redemptions and 1 multi-use code for Minor Plus capped at 9,590
Primary Consumer Product: Credit Plus 3B	Fee Per Activation Code Redeemed: Replaced with a flat fee of \$5.59 per person. Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption.
Secondary Consumer Product: Minor Plus	Fee Per Person for Identity Restoration: Included
Product Term: 3 years	Total Fee for Identity Restoration: Included

Supplemental Services	
<input checked="" type="checkbox"/> <b>Notification Letter Services:</b> printing and mailing of Notification Letters. The price is included in the flat fee of \$315,359.85 and assumes that only 1 data file will be processed with all letters being printed in 1 run (additional waves of mailing are not included). If NCOA results need to be reviewed prior to having the file processed for mailing, Experian must be notified prior to receiving the data file, and 1 business day will be added to the mailing timeline. The fee includes up to 3 letter versions (\$500 per additional version), up to 56,415 letters (2-sheets, printed on one or both sides, black & white). Every additional sheet after 2 = \$0.12/ea. Return mail is included. (inclusive of postage)	
<input type="checkbox"/> <b>Mail Merge:</b> merge Activation Codes into the mailing records data file to be processed.	
<input type="checkbox"/> <b>Deduping:</b> exact name match, exact address match only. The price is	
<input type="checkbox"/> <b>Address Append Services:</b> consumer address look up & confirmation process. The price is	
<input checked="" type="checkbox"/> <b>Email Notification Services:</b> emailing notification letters. The price is included in the \$315,359.85 flat fee based on up to 56,415 records and 1 data file. \$1,000 set up fee if email and mail are utilized. Includes 1 email letter version (\$500 per additional version)	
<input checked="" type="checkbox"/> <b>Enhanced Customer Care Services:</b> additional call center services. The price is included in the \$315,359.85 flat fee based on 56,415 affected individual to answer FAQ's until June 30, 2023 with English support.	

This Order Form (the "Order") is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services ("CIC"), and the client listed above ("Client", "You" or "Your"), and shall be effective as of the date of CIC's acceptance and signature.

Notwithstanding the above, for all Orders of one (1) Activation Code, CIC will invoice the Fee upon issuance of the Activation Code and you agree to pay the Fee within thirty (30) days from the date of such invoice. Individuals will automatically receive access to Identity Restoration services for the duration of the Product Term noted above, measured from the date of their notification letter, even if no further action is taken by the Individual; if they do enroll in a Consumer Product, their access to Identity Restoration services will be automatically extended through the full duration of the Product Term for that Consumer Product.

**Notification Letters:** If Client has requested CIC to facilitate the transmission of Notification Letters via email, CIC offers this Supplemental Service through use of CIC's Third-Party Provider (email vendor). Client shall send the email addresses of all such Individuals to whom the Notification Letters should be conveyed as part of the Notification File. CIC's Third-Party Provider shall purge and destroy the Notification File promptly upon completion of the emailing services. Client hereby acknowledges and agrees that with respect to the Email Notification Letters Service, Client shall be responsible for provision for complete and accurate instructions regarding the date(s) that CIC's Provider is requested to email the Notification Letters.

**Additional Activation Codes:** If the total number of Activation Codes for this Order is under 100,000, within ninety (90) days of the Order Date, Client may purchase additional Activation Codes (up to 50% of the original Order quantity) by sending CIC an email referencing this Order and the number of additional Activation Codes




# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

Client requires ("Additional Codes"). Client agrees that any Additional Codes will have the same Enrollment End Date, Product Term, price, and Terms and Conditions as the original Activation Codes.

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Consumer Products and/or Supplemental Services attached hereto ("Terms and Conditions"). Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Services provided by CIC in accordance with the Terms and Conditions.

Client: DC Health Benefit Exchange

By: 

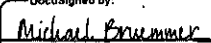
Name: Kenneth Wallington

Title: Contracting Officer

Date: 3/9/2023

ConsumerInfo.com, Inc.

DocuSigned by:


By: 

Name: Michael Bruemmer

Title: VP Consumer Protection

Date: March 10, 2023 | 12:01 PM PST

DocuSigned by:



**IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM**

Client Information	
Client Name: DC Health Benefit Exchange	State of Incorporation: District of Columbia
Primary Contact: Kenneth Wallington	Billing Contact: See purchase order for billing instructions
Address: 1225 I (Eye) Street, NW, 4 <sup>th</sup> Floor, Washington DC 20020	Billing Address:
Primary Contact Email: Kenneth.wallington@dc.gov	Billing Contact Email:
Primary Contact Phone: 202-679-5952	Billing Contact Phone:

Order Date: March 9, 2023	Total Fee for this Order: 69,448 * \$5.59 = \$388,214.32 (Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption)	PO # (if applicable):
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Consumer Product (Activation Codes)	
Enrollment End Date: June 30, 2023	Total Activation Codes: 1 multi-use code for Credit Plus 3B capped at 57,648 redemptions and 1 multi-use code for Minor Plus capped at 11,800
Primary Consumer Product: Credit Plus 3B	Fee Per Activation Code Redeemed: Replaced with a flat fee of \$5.59 per person. Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption.
Secondary Consumer Product: Minor Plus	Fee Per Person for Identity Restoration: Included
Product Term: 3 years	Total Fee for Identity Restoration: Included

Supplemental Services	
<input checked="" type="checkbox"/> <b>Notification Letter Services:</b> printing and mailing of Notification Letters. The price is included in the flat fee of \$388,214.32 and assumes that only 1 data file will be processed with all letters being printed in 1 run (additional waves of mailing are not included). If NCOA results need to be reviewed prior to having the file processed for mailing, Experian must be notified prior to receiving the data file, and 1 business day will be added to the mailing timeline. The fee includes up to 3 letter versions (\$500 per additional version), up to 69,448 letters (2-sheets, printed on one or both sides, black & white). Every additional sheet after 2 = \$0.12/ea. Return mail is included. (inclusive of postage)	
<input type="checkbox"/> <b>Mail Merge:</b> merge Activation Codes into the mailing records data file to be processed.	
<input type="checkbox"/> <b>Deduping:</b> exact name match, exact address match only. The price is	
<input type="checkbox"/> <b>Address Append Services:</b> consumer address look up & confirmation process. The price is	
<input checked="" type="checkbox"/> <b>Email Notification Services:</b> emailing notification letters. The price is included in the \$388,214.32 flat fee based on up to 69,448 records and 1 data file. \$1,000 set up fee if email and mail are utilized. Includes 1 email letter version (\$500 per additional version)	
<input checked="" type="checkbox"/> <b>Enhanced Customer Care Services:</b> additional call center services. The price is included in the \$388,214.32 flat fee based on 69,448 affected individual to answer FAQ's until June 30, 2023 with English support.	

This Order Form (the "Order") is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services ("CIC"), and the client listed above ("Client", "You" or "Your"), and shall be effective as of the date of CIC's acceptance and signature.

*Notwithstanding the above, for all Orders of one (1) Activation Code, CIC will invoice the Fee upon issuance of the Activation Code and you agree to pay the Fee within thirty (30) days from the date of such invoice. Individuals will automatically receive access to Identity Restoration services for the duration of the Product Term noted above, measured from the date of their notification letter, even if no further action is taken by the individual; if they do enroll in a Consumer Product, their access to Identity Restoration services will be automatically extended through the full duration of the Product Term for that Consumer Product.*

**Notification Letters:** If Client has requested CIC to facilitate the transmission of Notification Letters via email, CIC offers this Supplemental Service through use of CIC's Third-Party Provider (email vendor). Client shall send the email addresses of all such Individuals to whom the Notification Letters should be conveyed as part of the Notification File. CIC's Third-Party Provider shall purge and destroy the Notification File promptly upon completion of the emailing services. Client hereby acknowledges and agrees that with respect to the Email Notification Letters Service, Client shall be responsible for provision for complete and accurate instructions regarding the date(s) that CIC's Provider is requested to email the Notification Letters.

**Additional Activation Codes:** If the total number of Activation Codes for this Order is under 100,000, within ninety (90) days of the Order Date, Client may purchase additional Activation Codes (up to 50% of the original Order quantity) by sending CIC an email referencing this Order and the number of additional Activation Codes

Experian Confidential


# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

Client requires ("Additional Codes"). Client agrees that any Additional Codes will have the same Enrollment End Date, Product Term, price, and Terms and Conditions as the original Activation Codes.

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Consumer Products and/or Supplemental Services attached hereto ("Terms and Conditions"). Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Services provided by CIC in accordance with the Terms and Conditions.

Client: DC Health Benefit Exchange

By: 

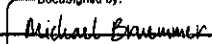
Name: Kenneth Wallington \_\_\_\_\_

Title: Contracting Officer \_\_\_\_\_

Date: 3/9/2023 \_\_\_\_\_

ConsumerInfo.com, Inc.

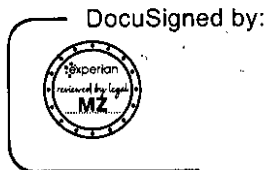
DocuSigned by:

By: 

Name: Michael Bruemmer \_\_\_\_\_

Title: VP Consumer Protection \_\_\_\_\_

Date: March 10, 2023 | 12:01 PM PST \_\_\_\_\_





# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

Client Information	
Client Name: DC Health Benefit Exchange	State of Incorporation: District of Columbia
Primary Contact: Kenneth Wallington	Billing Contact: See purchase order for billing instructions
Address: 1225 I (Eye) Street, NW 4 <sup>th</sup> Floor, Washington DC 20020	Billing Address:
Primary Contact Email: Kenneth.wallington@dc.gov	Billing Contact Email:
Primary Contact Phone: 202-679-5952	Billing Contact Phone:

Order Date: March 16, 2023	Total Fee for this Order: 97,162 * \$5.59 = \$543,135.58 (Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption)	PO # (if applicable):
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Consumer Product (Activation Codes)	
Enrollment End Date: June 30, 2023	Total Activation Codes: 1 multi-use code for Credit Plus 3B capped at 84,512 redemptions and 1 multi-use code for Minor Plus capped at 12,650
Primary Consumer Product: Credit Plus 3B	Fee Per Activation Code Redeemed: Replaced with a flat fee of \$5.59 per person. Includes all redemptions up to a 7% redemption rate. Any redemptions above 7% will be billed at an additional fee of \$30.00 per redemption.
Secondary Consumer Product: Minor Plus	Fee Per Person for Identity Restoration: Included
Product Term: 3 years	Total Fee for Identity Restoration: Included

Supplemental Services
<input checked="" type="checkbox"/> <b>Notification Letter Services:</b> printing and mailing of Notification Letters. The price is included in the flat fee of \$543,135.58 and assumes that only 1 data file will be processed with all letters being printed in 1 run (additional waves of mailing are not included). If NCOA results need to be reviewed prior to having the file processed for mailing, Experian must be notified prior to receiving the data file, and 1 business day will be added to the mailing timeline. The fee includes up to 3 letter versions (\$500 per additional version), up to 97,162 letters (2-sheets, printed on one or both sides, black & white). Every additional sheet after 2 = \$0.12/ea. Return mail is included. (Inclusive of postage)
<input type="checkbox"/> <b>Mail Merge:</b> merge Activation Codes into the mailing records data file to be processed.
<input type="checkbox"/> <b>Deduping:</b> exact name match, exact address match only. The price is
<input type="checkbox"/> <b>Address Append Services:</b> consumer address look up & confirmation process. The price is
<input checked="" type="checkbox"/> <b>Email Notification Services:</b> emailing notification letters. The price is included in the \$543,135.58 flat fee based on up to 97,162 records and 1 data file. \$1,000 set up fee if email and mail are utilized. Includes 1 email letter version (\$500 per additional version)
<input checked="" type="checkbox"/> <b>Enhanced Customer Care Services:</b> additional call center services. The price is included in the \$543,135.58 flat fee based on 97,162 affected individual to answer FAQ's until June 30, 2023 with English support.

This Order Form (the "Order") is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services ("CIC"), and the client listed above ("Client", "You" or "Your"), and shall be effective as of the date of CIC's acceptance and signature.

*Notwithstanding the above, for all Orders of one (1) Activation Code, CIC will invoice the Fee upon issuance of the Activation Code and you agree to pay the Fee within thirty (30) days from the date of such invoice. Individuals will automatically receive access to Identity Restoration services for the duration of the Product Term noted above, measured from the date of their notification letter, even if no further action is taken by the individual; if they do enroll in a Consumer Product, their access to Identity Restoration services will be automatically extended through the full duration of the Product Term for that Consumer Product.*

**Notification Letters:** If Client has requested CIC to facilitate the transmission of Notification Letters via email, CIC offers this Supplemental Service through use of CIC's Third-Party Provider (email vendor). Client shall send the email addresses of all such individuals to whom the Notification Letters should be conveyed as part of the Notification File. CIC's Third-Party Provider shall purge and destroy the Notification File promptly upon completion of the emailing services. Client hereby acknowledges and agrees that with respect to the Email Notification Letters Service, Client shall be responsible for provision for complete and accurate instructions regarding the date(s) that CIC's Provider is requested to email the Notification Letters.

**Additional Activation Codes:** If the total number of Activation Codes for this Order is under 100,000, within ninety (90) days of the Order Date, Client may purchase additional Activation Codes (up to 50% of the original Order quantity) by sending CIC an email referencing this Order and the number of additional Activation Codes



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

Client requires ("Additional Codes"). Client agrees that any Additional Codes will have the same Enrollment End Date, Product Term, price, and Terms and Conditions as the original Activation Codes.

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Consumer Products and/or Supplemental Services attached hereto ("Terms and Conditions"). Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Services provided by CIC in accordance with the Terms and Conditions.

Client: DC Health Benefit Exchange

By: [Signature]

Name: Kenneth Wellington

Title: Contracting Officer

Date: 3/17/2023

ConsumerInfo.com, Inc.

By: [Signature]  
DocuSigned by:  
Michael Bruemmer  
91C57655CC0M42...

Name: Michael Bruemmer

Title: VP Consumer Protection

Date: March 23, 2023 | 11:56 AM PDT

DocuSigned by:





## IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

These IDENTITYWORKS Product Agreement (the "Agreement") made by and between ConsumerInfo.com, Inc., a California corporation, ("CIC") also known as Experian Consumer Services, and \_\_\_\_\_, identified as "Client" on an Order Form as well as its Affiliates (collectively, "Client"). Each of CIC and Client are sometimes referred to herein as a "Party" and collectively as the "Parties."

Any Order Form signed by Client is made a material part of this Agreement and is incorporated herein by this reference.

1. **Agreement.** This Agreement contains the standard terms and conditions for CIC's delivery of certain identity theft, credit monitoring and protection products and services (collectively, the "Consumer Products"). Separate from or in addition to the Consumer Products, Client may elect for CIC to provide certain other supplemental services ("Supplemental Services"). Client may also elect to have its Affiliates purchase Consumer Products or Supplemental Services pursuant to this Agreement. An "Affiliate" means any entity controlled by, under common control with or that controls the applicable Party, where "control" means ownership of fifty percent (50%) or more of the ownership interest of an entity.
2. **Consumer Product Delivery.** Consumer Products will be delivered by CIC to consumers, employees, or other individuals with whom Client has a pre-existing relationship and or otherwise maintains such individuals' personal and/or other sensitive information ("Individual"). As a condition of receiving the Consumer Product, each Individual must complete CIC's applicable enrollment process and agree to all terms and conditions as well as CIC's privacy policy (collectively, the "End-User Terms and Conditions"). The CIC operational terms and conditions that apply to the delivery of the Consumer Products are included herein ("Operational Terms").
3. **Supplemental Services Delivery.** Supplemental Services will be delivered by CIC to Client or its Affiliates solely pursuant to the terms of this Agreement, including a Supplemental Services Schedule if completed by Client.
4. **Term & Termination.** The term of this Agreement will begin upon the Effective Date set-out below and will continue in effect until the termination or expiration of all Schedules and Orders issued pursuant to this agreement. Either Party may terminate this Agreement and/or selected Schedules if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Either Party may terminate this Agreement and/or selected Schedules for any reason at any time, with or without cause, upon thirty (30) days' prior written notice to the other. Notwithstanding the foregoing, the Parties acknowledge and agree that all fully executed Order Forms are non-cancellable and non-refundable once submitted to and accepted by CIC. Therefore, in the event of a termination: (i) CIC will fulfill the delivery requirement of any active Order Form, but will have no further obligation to accept additional Order Forms following the effective date of termination; and (ii) Client will pay all Fees related to Order Forms submitted prior to the effective date of termination. Terms which by their nature would survive a termination (indemnity, disclaimers, etc.) shall survive in the event of a termination.
5. **Schedules & Client Orders.** The terms of this Agreement shall be supplemented by individual schedules containing additional terms and conditions applicable to the specific Consumer Products or Supplemental Services ("Schedules"). In order to purchase any particular Consumer Products or Supplemental Services Client must submit an order form completed and signed by an authorized representative of Client ("Order Form"). A sample Order Form may be requested from CIC.
6. **Fees and Payment.** Client will pay CIC for all Consumer Products and Supplemental Services delivered in accordance with the pricing and other requirements contained within the Schedules and each Order Form ("Fees"). All Client payments are due thirty (30) days from the date of each CIC invoice. Interest shall accrue on any past due amounts at the rate of one and one half percent (1.5%) per month. In addition, Client is liable to CIC for any costs and attorneys' fees incurred by CIC to collect unpaid amounts.
7. **Taxes.** Client is responsible for, and shall promptly pay or reimburse CIC for the payment of, any sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are associated with the Consumer Products or Supplemental Services (other than taxes based on CIC's net income).
8. **Confidentiality.** Information which is (a) business or technical information of either party including, but not limited to, information relating to either party's products, services, plans, designs, costs, product or service prices and names, payments pursuant to this Agreement, finances, marketing plans, business opportunities, personnel, research, development or know-how; (b) any information designated by either party as "confidential" or "proprietary" in writing or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (c) the terms of and performance under this Agreement, will be considered "Confidential Information". Each party agrees it will (d) not disclose to any third party or use the Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (e) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information. Confidential Information does not include information that (f) is in or enters the public domain without breach of this Agreement; (g) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (h) the receiving party lawfully knew (without obligation of confidence) prior to receiving such information from the disclosing party; (i) the receiving party develops independently without use of the disclosing party's Confidential Information; or (j) is required to be disclosed by the receiving party to comply with a Law or legal process (i.e. a judicial order or decree). With regard to subsection (j) the receiving party shall give the disclosing party prompt notice of such a required disclosure and provide reasonable assistance to disclosing party if disclosing party opts to take lawful action to minimize the extent of such disclosure.





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9. **Compliance with Laws.** Both Parties agree to comply with all applicable Laws with respect to this Agreement and the obligations of each Party hereunder. "Law" means any rules, laws, statutes, regulations or judgments, orders or decrees imposed by any governmental entity.
10. **CIC Warranty & Disclaimers.** CIC represents and warrants to Client that it (a) has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) will provide the Consumer Products in a manner consistent with the level of service provided to CIC's general customer base for such Consumer Products; (c) will provide the Consumer Products and any other products and services provided under this Agreement in a professional manner; and (d) will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding Client or its Affiliates in any way other than as approved in writing in advance by the Client. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES CIC PROVIDES TO CLIENT WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES. CIC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONSUMER PRODUCTS OR SUPPLEMENTAL SERVICES OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED BY CIC HEREUNDER. CIC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES AND CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSUMER PRODUCTS ARE PROVIDED "AS-IS".
11. **Client Warranty & Indemnification.** Client shall be responsible for all acts, errors, and omissions of its personnel, agents, and subcontractors."
12. **CIC Indemnification.** CIC will indemnify, defend, and hold Client and its directors, officers, shareholders and, agents (the "Client Indemnified Parties") harmless from and against any and all Damages, which may be asserted against or incurred by Client or any of the Client Indemnified Parties, arising out of or resulting from: (a) any material breach of the End-User Terms and Conditions by CIC; (b) any material breach of CIC's obligations under this Agreement; or (c) any failure by CIC to comply with any Law.
13. **Indemnification Procedures.** A Party seeking indemnification under this Agreement must provide prompt written notice of the claim to the other Party, typically within thirty (30) days. The indemnifying Party will assume sole control over the defense or settlement of the claim at its expense but will not consent to the entry of any judgment or settlement that provides for non-monetary relief without the consent of the indemnified Party. If the indemnifying Party chooses not to assume the defense of the claim the other Party may defend or settle the claim and the indemnifying Party will remain responsible for the reasonable legal fees and expenses incurred. The indemnified Party will provide the indemnifying Party all information, assistance and authority to reasonably evaluate the claim and effect any defense or settlement, and may at its sole option and expense, engage separate counsel to participate in (but not control) the defense or settlement of the claim.
14. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST SALES, SUFFERED BY OR OTHERWISE COMPENSABLE TO CLIENT, ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CIC'S AGGREGATE LIABILITY TO CLIENT AND/OR ITS AFFILIATES FOR DAMAGES (i) CONCERNING THE PERFORMANCE OR NON-PERFORMANCE BY CIC OF ITS OBLIGATIONS HEREUNDER, OR (ii) IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE PROVISION OF THE CONSUMER PRODUCTS, AND INCLUDING CIC'S INDEMNIFICATION OBLIGATIONS SET FORTH UNDER THIS AGREEMENT), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY CLIENT TO CIC UNDER THE TERMS OF THIS AGREEMENT.
15. **Assignment.** This Agreement will be binding and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, or otherwise shared in whole or in part by Client without CIC's prior written consent.
16. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the Laws of the District of Columbia.
17. **Notices.** Any notice given under this Agreement must be given in writing. All notices will be effective when received, and will be delivered personally, mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by express courier service. Notice address for Client will be the address on Client's Order Form.
18. **Independent Contractors.** In performing their respective duties under this Agreement, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship.
19. **Complete Agreement.** Any and all Schedules or Order Forms which are entered into by Client and CIC and properly reference this Agreement by Effective Date are made a material part of this Agreement and are incorporated herein by reference. This Agreement contains the entire agreement and understanding concerning the subject matter between Client and CIC and supersedes all prior agreements (whether written, oral or electronic), term sheets, prior negotiations, or proposals that relate specifically to the subject matter herein. Any substantive additional Client requirements or other changes or modifications to this Agreement may require a signed written amendment to this Agreement. CIC will accept a Client issued purchase order ("PO") for

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limited administrative processes only (i.e. procurement guideline compliance, bill processing, etc.). However, in no event will any terms and conditions contained within such PO be incorporated into this Agreement, supplement this Agreement or otherwise apply to the provision of Consumer Products or Supplemental Services.

20. **Publicity; Public Communication.** For avoidance of doubt, both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to this Agreement or the provision of the Consumer Products or Supplemental Services. Client may in no event refer to the Consumer Products, CIC or its Affiliates in any form or format unless expressly approved by CIC in writing in advance.
21. **Adequate Review.** Each party represents to the other that, as deemed necessary by such party, this Agreement has been reviewed by each party and its legal and other advisors, and such party has had an opportunity to make all relevant inquiries and receive sufficient responses relating to this Agreement.



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## IDENTITYWORKS™ OPERATIONAL TERMS

These IDENTITYWORKS Operational Terms ("Operational Terms") supplement and form a part of the IDENTITYWORKS Product Agreement ("Agreement") Client has previously or simultaneously entered into with CIC. The Operational Terms apply to CIC's provision of Consumer Products to Client, and to Clients' Individuals. Please note that the majority of defined terms used throughout these Operational Terms are already defined within the Agreement (please refer to that document for their definitions), and the following section of "Additional Defined Terms" is not intended to be a comprehensive list of all defined terms used herein.

### Additional Defined Terms:

**"Activation Code"** means a unique, single use code with respect to each Individual that allows such Individual to enroll for and receive the Consumer Product. Each Individual may only redeem his/her Activation Code for only one applicable Consumer Product.

**"Consumer Product Website"** is the web site built, hosted and maintained by CIC where each Individual may enroll for the applicable Consumer Product during the Enrollment Period. If Client requires a custom or unique website, such website shall be referred to as a "Custom Consumer Product Website."

**"Notification Letter"** means the communication developed and written by Client which notifies Individuals of the availability of Consumer Products.

**"Enrollment Period"** means the period commencing on the date stipulated within the relevant Order Form and ending on the Enrollment End Date as set forth within the same Order Form. This is the period during which Individuals may redeem their Activation Code and thereby enroll in the Consumer Product.

**"Product Term"** means the period set forth within an Order Form commencing on the date an Individual completes enrollment for the Consumer Product.

- (1) **Distribution of Activation Codes.** Client agrees not to sell or otherwise distribute any Activation Codes, except to Individuals and only as expressly permitted under this Agreement. In no event shall CIC be liable for any loss, damage, theft, corruption or destruction ("Loss") of Activation Codes once issued by CIC to Client, including, but not limited to, any such Loss attributable to Client's distribution, storage (if applicable) and/or mailing of such Activation Codes. CIC shall be liable and responsible for any Loss while the Activation Codes are in either CIC's or a Third-Party Provider's possession or control. Note that if Client has retained an agent or subcontractor related to the delivery of Consumer Products (such as a third-party print-shop, call center or law firm), CIC is not obliged to communicate with or provide services to any such third-parties who may have contractual or other relationships with Client except as explicitly authorized by Client in writing and agreed to by CIC.
- (2) **Enrollment.** Once an Individual receives an Activation Code they may enroll in the applicable Consumer Product either (a) online via the Consumer Product Website, or (b) offline via a telephone call to CIC Customer Care. No other enrollment process shall be applicable unless agreed to in writing by both CIC and Client.
- (3) **No-Charge to Consumer for the Consumer Product.** CIC shall not charge Individuals for the Consumer Product purchased by Client and provided by CIC under this Agreement during the Product Term.
- (4) **Delivery Method.** The delivery method of the Consumer Products to the Individuals during the Product Term is able to be modified by Individual election (i.e., if Individuals enroll online, they may subsequently switch to offline delivery, and vice versa). Due to CIC security measures, an Individual attempting to login to their account from a location outside the U.S. may not be able to gain access to their account; however, such Individuals may call CIC's international non-toll-free number to obtain account related information while located outside the U.S. In accordance with the Consumer Products Schedule, certain products may only be available for enrollment and delivery online (i.e. without offline capabilities).
- (5) **Consumer Product Website.** The Consumer Product Website shall be used by the Individuals to enroll in the Consumer Product and subsequent to enrollment, to log-in and access their account and all the product features. Unless agreed to in writing by CIC, all content, including the design and look and feel, of the Consumer Product Website shall be determined by CIC, at its sole and absolute discretion. The Consumer Product Website shall be operated in accordance with CIC's standard procedures and shall be accessible by Individuals on the earlier of (a) Custom Consumer Product Website Launch Date as set forth in an Order Form, or (b) upon CIC's acceptance of an Order Form in the event Client is utilizing a standard, pre-built CIC site-version (your CIC account representative can notify you if this is the case).
- (6) **Authentication Process.** Client hereby acknowledges that CIC shall maintain strict procedures and protocols relating to its enrollment and authentication processes (including timed-out and other security measures), and failure by an Individual to follow such procedures and protocols may result in a failed enrollment. Client also acknowledges that there are a number of additional reasons and factors

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that may cause Individuals to fail authentication or enrollment, including, without limitation: *corporate firewalls, proxy servers, spam blockers, fraud alerts, credit file freezes, data errors, inaccurate out-of-wallet information, or incorrect social security numbers*. Upon any such failure, each affected Individual shall be provided with the toll-free number to CIC Customer Care. When an Individual initiates such a call, a CIC customer care representative will attempt to manually authenticate such Individual by asking additional security questions. In the event such a telephonic authentication is not possible, additional steps may be taken. CIC shall endeavor to make the enrollment process as "user-friendly" as reasonably possible without compromising its security standards. CIC reserves the right, at its sole and absolute discretion, to modify or alter the enrollment process and/or the services associated therewith from time to time without notice to Client.

- (7) **Information Collected From Individuals.** All information obtained by CIC *directly* from such Individual, including without limitation, (a) through Individual enrollment for the Consumer Product or by such Individual visiting CIC's website(s), or (b) through provision of the Consumer Product is collected and used by CIC in accordance with the End-User Terms and Conditions, which is available for review by all Individuals prior to completing their enrollment in the Consumer Products. End-User Terms and Conditions (including Privacy Policies) may be amended from time to time.
- (8) **Customer Care.** Customer care will be available to Individuals via a toll-free number that is only available to U.S. callers, which may be maintained by a third party engaged by CIC ("CIC Customer Care"). No credit information of any Individuals shall be maintained outside of the United States. Identity Restoration and ExtendCARE shall be available to Individuals via a separate team of customer care representatives in the United States. The services available via CIC Customer Care are limited to: *assistance with telephone and email inquiries regarding enrollment for the Consumer Product and technical issues relating to redemption of Activation Codes, authentication failure, username and password assistance, cancellations, locked accounts, changes in personal information, billing questions about additional products, general credit-related questions, monitoring and alert information, credit reports obtained as part of an Individual's enrollment in the Consumer Products, and general Consumer Product Website navigation*. Customer Care Center hours of operation are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time. The Customer Care Center will not have access to and will not provide any information related to Client or its business and/or Clients' legal decisions in making the Consumer Product available to Individuals on a complimentary basis, and will refer any such inquiries back to Client.
- (9) **Third-Party Providers; Credit Reporting Company Requirements.** Portions of the Consumer Product will be provided by CIC's partners, Affiliates and certain third parties, including the consumer reporting companies (collectively, "Third-Party Providers") and are therefore subject to each of those entities' respective standard terms, conditions and policies. Third-Party Providers who may be utilized by CIC in delivery of the Consumer Products include but are not limited to the following: *Equifax, Inc., TransUnion, LLC, Affiliates of CIC, and American International Group, Inc.* Additional Third-Party Providers may be added from time to time at CIC's discretion. If applicable, Individuals must comply with the Third-Party Providers requirements in order to receive portions of the Consumer Product (as an example, AIG insurance claim processing requirements). The consumer reporting companies are not subcontractors or agents of CIC, and therefore, CIC does not control such terms and conditions or requirements and may be unable to intervene or assist Individuals in any way in meeting such varying consumer reporting company requirements. Individuals shall be solely responsible for handling any issues relating to such terms and conditions and requirements directly with any such consumer reporting company. Without limiting the generality of the foregoing, Individuals shall be required to provide all necessary information and meet other criteria required by each applicable consumer reporting company (Experian Information Solutions, Inc., Equifax, Inc. and TransUnion LLC) in order to receive a credit report or other products and services from such company.
- (10) **Intellectual Property and Branding of Consumer Products.** Unless otherwise agreed to in writing by CIC, the Consumer Products shall be branded as determined by CIC, at its sole and absolute discretion, and Client shall not designate (through trademark, trade name, trade dress or otherwise) the Consumer Products as being provided by Client. CIC and/or its Affiliates or Third-Party Providers shall exclusively own all right, title and interest, including all copyrights, trade secrets, know-how, goodwill, trademarks, service marks, trade names, trade dress, logos, patents or other intellectual property (or any derivative works thereof) and underlying technology in (i) the Consumer Products and all other products provided by CIC hereunder, (ii) the Consumer Product Website, and (iii) all other materials and information provided by CIC to Client hereunder. No grant to use any intellectual property (including any trademarks) of CIC, its Affiliates or Third-Party Providers is made pursuant to the Agreement. Client shall retain ownership of any and all pre-existing Client intellectual property, including but not limited to Client's trademarks, patents and trade dress.
- (11) **Client Notification to Individuals.** Within a mutually agreeable period of time following submission of an Order Form Client shall prepare a Notification Letter to be sent via U.S. Mail or email which must include:
- (a) one Activation Code per each Individual identified as affected by Client's subject data breach or data loss incident,
  - (b) the procedures for enrollment in the Consumer Product (including, but not limited to the (i) Consumer Product Website where

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such Individuals may properly utilize their Activation Code and (ii) the appropriate CIC Customer Care phone numbers), and (c) a listing of the key Consumer Product features.

Any and all planned Client notification processes that include elements other than the Notification Letter (i.e. *website postings, e-mails, newspaper or published notice, etc.*) which explicitly mention CIC or the Consumer Products by name **must be pre-approved by CIC in writing**. Client shall not provide, in any Notification Letter or any other public communication (including but not limited to communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than language provided expressly by CIC or otherwise pre-approved by CIC in writing. Client shall provide CIC with a final copy of the Notification Letter at least five (5) days prior to the distribution of the Notification Letters and CIC may withhold delivery of Activation Codes to Client until a final Notification Letter has been received by CIC.

- (12) **Large Incident Notices.** In the event Client requests 50,000 or more Activation Codes and upon CIC's reasonable request, Client must provide CIC a mailing schedule at least five (5) days prior to Client commencing delivery of any and all Notification Letters to Individuals. Once provided by Client, CIC will allocate CIC Customer Care and other resources in accordance with such schedule; any significant updates or modifications by Client to the schedule must be provided to CIC immediately and may result in increased costs for CIC that will require revised pricing discussions with Client.
- (13) **Client Requirements, Placing an Order & Changes to the Agreement.** During the Term of the Agreement, Client may submit additional Order Forms for the purchase of additional Activation Codes.
- (14) **Insurance.** The insurance provided to Individuals pursuant to the Consumer Products is strictly subject to the policies, terms and conditions of the designated third-party insurers. Such policies, and associated terms and conditions are provided to Individuals at the time each Individual enrolls for the Consumer Product. CIC does not directly sell such insurance to Client or Individuals. Individuals should carefully review such policies to determine the insurance terms and conditions, including limits and coverage of insurable losses. At the election of the designated third-party insurer or CIC, (a) the amount of insurance coverage to be provided to Individuals, and/or (b) the designation of the third-party insurer(s) are both subject to change at any time. Notwithstanding the foregoing, identity theft insurance may not be provided to any Individuals residing in any state where the provision of such insurance is prohibited by Law.

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**IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM****IDENTITYWORKS™ CONSUMER PRODUCT SCHEDULE**

CIC offers the Consumer Products detailed within this Schedule subject to the following product descriptions and additional terms and conditions:

Features	Credit	Credit Plus	Minor Plus	Identity	Identity Minor
Daily Credit Monitoring	1 or 3 Bureau	1 or 3 Bureau			
Credit Report Upon Enrollment <sup>*</sup>	●	●			
Daily Credit Reports (Online) <sup>1</sup>	●	●			
Identity Restoration (upon...)	●	●	●	●	●
ID Theft Insurance <sup>2</sup>	●	●	●	●	●
Internet Surveillance		●		●	
Minor SSN Monitoring			1 Bureau		
Minor Internet Surveillance			●		●
Product Delivery Method	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email)	Online (email)
Enrollment (Phone and Online)	●	●	●	Online only	Online only
ExtendCARE™ <sup>3</sup>	●	●	●	●	●
Identity Restoration (pre-enrollment) <sup>4</sup>	●	●	●	●	●

\* Credit report upon enrollment is a 1 Bureau (Experian) report.

<sup>1</sup> Daily credit reports for online members consist of a daily 1 Bureau (Experian) report. After enrolling, offline members will be eligible to call for additional reports on a quarterly basis.

<sup>2</sup> Identity theft insurance is underwritten by insurance company subsidiaries and affiliates of American International Group, Inc.

<sup>3</sup> This post-membership service is available from the date an Individual's membership term ends. It does not include insurance.

<sup>4</sup> This pre-enrollment service is available from the date an Individual receives their Notification Letter. It does not include insurance.