

Board Office Use: Legislative File Info.	
File ID Number	14-1640
Introduction Date	8/13/14
Enactment Number	14-1979
Enactment Date	8-13-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
From Antwan Wilson, Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations *WH*

Board Meeting Date
(To be completed by Procurement) 8-13-14

Subject Professional Services Contract -
Identity Fraud, Inc., a California Corporation (contractor, City State)
Risk Management Officer (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Identity Fraud, Inc., a California Corporation. Services to be primarily provided to Risk Management Officer for the period of July 15, 2014 through July 15, 2015.

Background
A one paragraph explanation of why the consultant's services are needed.
 The District recently learned that some OUSD employees had their identities compromised, potentially because documents with private information were obtained from the old administration building at 1025 Second Avenue, a site that is no longer in use. Specifically, five employees of OUSD's Facilities Department presented evidence suggesting their private information was accessed and used improperly by other parties. At this point, the impact appears to be contained in the Facilities Department and there is no evidence of widespread identity theft affecting students or staff. However, as a precaution, the District proposes the retention of Identity Fraud, Inc., to provide the services listed in Exhibit A to all current and former OUSD employees to provide assistance to employees whose information may have been compromised.

Discussion
One paragraph summary of the scope of work.
 See attached Exhibit A describing the Core Identity Protection Plan, including VRS Elite for Former and Active OUSD Employees

Recommendation Ratification of professional services contract between Oakland Unified School District and Identity Fraud, Inc., a California Corporation. Services to be primarily provided to Risk Mgm/ OUSD former & current employees for the period of July 15, 2014 through July 15, 2015.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed \$72000

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	14-1640
Introduction Date	8/13/14
Enactment Number	14-1979
Enactment Date	8-13-14



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between the Oakland Unified School District (OUSD) and Identity Fraud, Inc., a California Corporation (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on July 15, 2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than July 15, 2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Seventy-two thousand Dollars (\$72000). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NONE

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:**
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:**
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: district will create e-mail LETTERS which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

TW

Professional Services Contract

OUSD Representative:

Name: Jerry Johnson
Site /Dept.: Risk Management Officer
Address: 1000 Broadway, Suite 398
Oakland, CA 94607
Phone: 510-380-8111

CONTRACTOR:

Name: Identity Fraud, Inc., a California Corporation
Title: Thomas Widman, President
Address: 1700 North Broadway
Walnut Creek, CA 94596
Phone: 925-296-2600

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** ~~OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.~~ *TW*
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: *TW* - *NA. Nc on-site.*

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

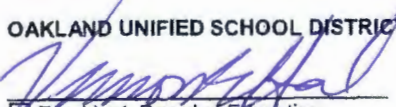
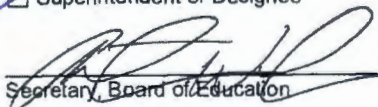
- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

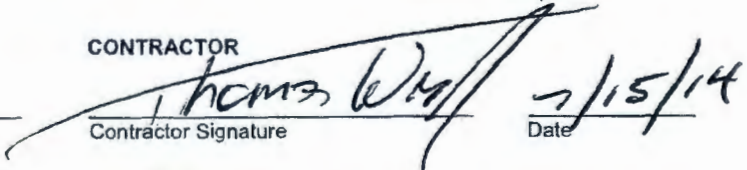
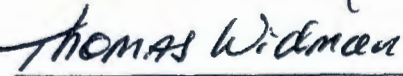
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

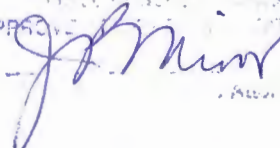
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: July 15, 2014 Work shall be completed by: July 15, 2015 Total Fee: \$ 72000

OAKLAND UNIFIED SCHOOL DISTRICT

 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education
 Date: 7/19/14
 Date: 8-14-14

CONTRACTOR

 Contractor Signature
 Date: 7/15/14

 Print Name, Title
THOMAS Widman CEO

OAKLAND UNIFIED SCHOOL DISTRICT
 APPROVED BY THE BOARD OF EDUCATION
 By: 
 Attorney at Law

File ID Number: 14-1640
 Introduction Date: 8-13-14
 Enactment Number: 14-1479
 Enactment Date: 8-13-14
 Rv:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

See attached Exhibit A describing the Core Identity Protection Plan, including VRS Elite for Former and Active OUSD Employees

SCOPE OF WORK

Identify Fraud, Inc., a California Corporation _____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ 72000 . Services are anticipated to begin on July 15, 2014 and end on July 15, 2015 .

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See attached Exhibit A describing the Core Identity Protection Plan, including VRS Elite for Former and Active OUSD Employees

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Services Agreement

Exhibit A

The Core Identity Protection Plan includes **VRS Elite™**, which provides:

-
- ✓ **Unlimited Toll-Free Access (24/7)**
Whether you have questions about fraud or indeed become a victim, contact Identity Fraud, Inc. toll-free at 1-866-4ID-FRAUD. Our professional **VRS Elite™** staff remains available to address your specific needs with immediate feedback and action.
 - ✓ **Dedicated VRS Elite™ Case Specialist(s)**
Each victim is provided one primary and one secondary (backup) specialist that will work on your fraud crisis, from beginning-to-end, from simple-to-complex.
 - ✓ **Case File Creation**
Every identity theft case is unique, just like your identity. We create a specific resolution case file and road map to address your crisis.
 - ✓ **Case File Monitoring**
As resolution efforts get underway, you may monitor your case and progress via our secure Members Section for greater oversight, control, and piece of mind.
 - ✓ **Limited Power of Attorney (Optional)**
You may sign a Limited Power of Attorney that grants IFI limited authority to resolve your identity crisis on your behalf. More direct resolution can save additional time and money.
 - ✓ **Victim Statements**
Specific details relating to your identity theft are compiled and seamlessly integrated into **VRS Elite™** resolution efforts and communicated to pertinent organizations.
 - ✓ **Elite Action to Stop Fraud**
Identity Fraud, Inc. specialists help to stop fraud by immediately identifying and contacting creditors, credit bureaus, financial institutions, government agencies, and related third parties to signal your victim status, prevent new fraudulent accounts from being opened, close affected accounts, and to help open new legitimate replacement accounts.
 - ✓ **Verbal and Written Credit Bureau Fraud Alerts**
Specialists provide assistance in establishing fraud alerts with the three major credit bureaus, both short-term verbal alerts and longer-term alerts supported via written documentation.
 - ✓ **Triple Bureau Credit Report & Evaluation (Victims only)**
Credit reports from each of the three main credit reporting agencies (Equifax, Experian, and TransUnion) are accessed in real-time and evaluated for inaccuracies and fraudulent information.
 - ✓ **Credit Bureau and Personal Records Monitoring (Victims only)**
Activating Triple Bureau Credit Monitoring and separately, personal records monitoring, which will help you to detect changes in your personal records more quickly. When material changes are fraudulent, **VRS Elite™** staff helps to reverse and clear the inaccurate information.
 - ✓ **Fraud Affidavit**
Victims of fraud are usually required to document and attest to their victim status prior to any third party investigation and resolution. **VRS Elite™** staff incorporates essential relevant details and facts into affidavits for tailored communication to each affected creditor or institution.
 - ✓ **IFI Supplemental Police Report**
Because law enforcement is often burdened with a lack of time and resources, VRS staff (with financial crimes law enforcement experience) prepares our proprietary supplemental police report to save time and ensure your police report contains the relevant details needed for effective resolution.
 - ✓ **Identity Insurance Claim Support**
Obtaining claim payments from insurance company providers requires proper representation, documentation, and knowledge of identity insurance. **VRS Elite™ licensed insurance professionals** work with you to help ensure the prompt payment of valid claims.
 - ✓ **Case Follow-Up – Up to Two Years**
Follow-up helps to ensure resolution is complete, yet it may uncover recurring fraud that strikes again.

TW

Exhibit A – Con't

The Core Identity Protection Plan includes *Identity Insurance*, summarized as:

- Limit of insurance: \$25,000 per person;
- Deductible: \$0
- Lost wages: Up to \$1,000 per week for a maximum of \$10,000;
- Reasonable legal fees and court costs incurred with prior consent for suits brought by a creditor, collection agency, or other institution;
- Reasonable legal fees and court costs incurred with prior consent for removing civil or criminal judgments;
- Contesting the inaccuracy or incompleteness of any information or records containing personal information;
- Costs for mail, certified mail, and long distance telephone or facsimile communications to law enforcement agencies, financial institutions, government agencies, or similar organizations;
- Costs for re-filing loan applications, filing police reports, notarizing affidavits or similar documents, replacing government issued identification documents with prior consent, and obtaining copies of one credit report from each of the three main credit reporting agencies (Experian, Equifax, or TransUnion) every three months for a maximum of three times per incident, a Medical Information Bureau report, a driving record report, and a criminal background report;
- Costs to enroll in a one-year triple-bureau credit-monitoring service provided by one of the three main credit-reporting agencies. Costs to enroll in a one-year personal records monitoring program.
- Reasonable and necessary travel costs incurred with prior consent;
- Reimbursement for your actual loss arising from an incident and from the unauthorized use of your credit card, debit card, funds transfer card, or check as registered in your name where you have a legal liability for such loss, up to a maximum of \$5,000.
- Other enhancements not typically found in standard policies include coverage for a) criminal id theft, b) id theft by family members c) discovery and/or unlimited reporting period (as long as incident is reported while insurance is in force. Standard policies often have a six-month reporting requirement as from the date of the first incident. Nearly 60% of victims only realize id theft has occurred after six months).

The insurance information provided herein is summary information only. Actual terms, limitations, conditions and exclusions are subject to the IFI Master insurance policy.





Data Breach Incident Response Service Agreement

This Service Agreement (the "Agreement") is entered into on the 15th day of July 2014 ("Effective Date") by and between Oakland Unified School District, (the "Company" and Identity Fraud, Inc., a California corporation having a principal place of business at 1700 North Broadway, Ste. 370, Walnut Creek, CA 94596 ("IFI").

WHEREAS, Company desires to pay for and provide Benefits to a specified group of customers, employees and/or former employees as determined by Company, and;

WHEREAS, IFI desires to fulfill Benefits as described below and in Exhibit A and as subject to the terms, conditions and limitations of the IFI Membership Agreement located at https://my.identityfraud.com/agreement_terms.php

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1.0 Group Selection. [] All Members [X] Specified Group(s)
Specified Group 1: Former and Active OUSD Employees Quantity: 12,000 (Estimate)
2.0 Benefit. [] VRS Elite Limited [X] Identity Protection Plan [X] Optional Deliverables
Optional Deliverables: Web Site Page.
Other Deliverables: To be determined as agreed in writing
3.0 Payment. Annual Fee: \$ 72,000.00
\$ 6.00 per individual
(Payable on July 15, 2014)
4.0 Promotion. Company may promote Benefits only in a manner and form as approved by IFI in writing. All rights in any names, trademarks or logos associated with the business of Identity Fraud, Inc. or third parties as they may relate to this Agreement, remain the sole property of their respective owners. Company may use and display such names, trademarks and logos only as authorized by IFI, and only while this Agreement is in effect.
5.0 Term and Termination. The term of this Agreement shall be twelve months beginning on the Effective date. The term may be extended upon mutual agreement. The term may not be cancelled except for non-payment and/or in the event the IFI Master Insurance Policy is non-renewed, at which point IFI shall seek a suitable and competitive replacement. In the event, no comparable replacement can be secured, IFI shall be allowed to terminated this Agreement at such time following a thirty (30) day advance written notification. In the event of termination by IFI under this provision, the \$72,000 annual payment will be prorated such that no payments will be due for any remaining months of the annual term and any monthly payments made in advance will be refunded by IFI.

Handwritten signature

Continued – Page 2 of 2

6.0 **Warranties/Limitations.** Each party represents and warrants to the other that: (i) it has the full and unrestricted right to enter into this Agreement; (ii) its performance hereunder will not infringe the intellectual property rights of, or otherwise cause injury to any third party; and (iii) its performance hereunder will be in compliance with all applicable laws and regulations. Except as expressly set forth in the preceding sentence, neither party makes any warranty with respect to the subject matter of this Agreement, and each party hereby disclaims all other express or implied warranties, including without limitation the warranties of merchantability or fitness for a particular purpose. In no event will the aggregate liability of either party hereunder exceed the amount paid by Company.

7.0 **Assignment.** Neither party may assign this Agreement without the other party's prior written consent.

The parties to this Agreement have caused this Agreement to be duly executed and delivered by their duly authorized officers as of July 15, 2014.

Oakland Unified School District

Identity Fraud, Inc

By: *Vivian E Hall*
Title: *Deputy Bus + Ops Sr AW.*
Date: _____

Thomas Widman
By: Thomas Widman
Title: President
Date: *7/15/14*

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Legal Counsel
APPROVED FOR SIGNATURE & SUBSTANCE
BY: *J. M. ...*
Attorney at Law

Membership Agreement

Thank you for your interest in the products and services offered by Identity Fraud, Inc. This Membership Plan Agreement ("Agreement") provides the terms, rules, and regulations of the Membership and our products and services. By establishing a Membership Plan with Identity Fraud, Inc. ("IFI"), you will be taking an important step in protecting yourself from the perils associated with identity fraud. PLEASE NOTE: Your Membership fee may reflect a nominal cost for identity theft insurance for IFI members that may be included in your plan and that is paid for by Identity Fraud, Inc. from the proceeds of Membership fees. If applicable, you have the right to opt out of receiving the insurance benefit and the associated nominal allocated premium cost. For more details or to opt out, please contact Identity Fraud, Inc. toll free at 1-866-4-IDFRAUD (1-866-443-3728).

BY ACCESSING OUR SITE, ESTABLISHING A MEMBERSHIP OR USING OUR PRODUCTS OR SERVICES, YOU INDICATE YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT AND TO THE SEPARATE AND DISTINCT TERMS AND CONDITIONS OF OUR WEBSITE.

Definitions

Certificate of Insurance means a document that we post in the Members Section or otherwise provide to you that evidences that you have coverage under our master insurance policy that affords you certain Member Indemnity Benefits as part of your Membership.

Confirmation means the email or other notice that we or our subcontractors send to you once you have established your Membership with us.

Core Identity Protection means an Identity Protection Plan Membership as defined herein and may include our Basic, Family, Credit, Cyber, Elite and/or similar programs.

Credit Solutions mean credit report(s), credit score(s) and credit monitoring related items as purchased via our website or co-branded website and as defined and provided by CoreLogic Credco, LLC ("Credco") and/or Core Logic Consumer Services, Inc. ("CLCS"). Credit Solutions are available only to individuals who have established credit in the United States.

Credit Solution Membership means a Membership granting you individual rights to Credit Solutions, if available and to certain Plan Benefits as restricted to include only the Plan Benefits as described in these products respective summaries as provided on our website. In no event shall the Credit Solution Membership provide you the same Plan Benefits as provided under the Core Identity Protection Plan. You may establish a distinct Identity Protection Plan Membership at any time and, if secured, will be converted from the Credit Solution Membership to the Identity Protection Plan at which point you will be eligible to receive Plan Benefits as consistent therein.

Extended Family Member means a parent, grandparent, or sibling. It may also mean a spouse, domestic partner, significant other, or dependent.

Family and Friends Plan Extension means allowing the Primary Identity Protection Plan member to establish a separate and distinct individual Identity Protection Plan Membership for an Extended Family Member(s) and/or any

Friend. The Primary member is intended to manage and pay for protection on behalf of his or her family and friends, which may individually have separate enrollment activation and expiration dates then that of the Primary member.

Friend(s) means allowing the Primary Identity Protection Plan member to establish a separate and distinct Identity Protection Plan Membership for a friend and/or someone they know and enroll in an Identity Protection Plan.

Identity Protection Plan means a Membership granting Plan Benefits during your Membership Term. An Identity Protection Plan is provided to a single individual under the Individual Plan or to the primary member, their spouse or domestic partner, dependents up to and including the age of 25, and parents while living with or under the care and custody of the primary member, all as provided under the Family Plan. Other similar plan options may be provided based on plan descriptions and specific deliverables.

Incident means the unauthorized use of your name, social security number, personal identification or other means of identifying you with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of Federal law or any applicable state or local law and/or as determined in our sole and absolute discretion and/or as per our Master insurance policy. All expenses resulting from an Incident(s) and arising from the same, related, continuous, or repeated acts, whether committed by one or more persons, shall be treated as arising from a single Incident, which Incident shall be deemed to have occurred at the time of the first such act, whether or not that act occurred during your Membership Term.

Member Indemnity Benefits means insurance coverage or expense reimbursement for certain expenses you incur following an Incident that occurs during your Membership and which is reported to us during your Membership and that is subject to the terms, conditions, definitions, exclusions, and/or limitations of your Membership and our master insurance policy(ies), as applicable.

Membership means your individual rights granted under your Identity Protection Plan or Credit Solution Membership, including Plan Benefits, as applicable, and including rights to access and make individual use of our Members Section and products and services including coverage as afforded under your Membership and our Member Indemnity Benefits, all during a specified Term for which the corresponding fee has been received by us. Memberships are available exclusively to residents of the United States and/or where we have the legal authority to provide you with a Membership.

Members Section means the password protected location on our website where we provide you with certain products and/or access to services.

Plan Benefits means our obligation under your Membership or the obligation of our insurer(s) under our master insurance policy(ies) to provide you during the Term of your Membership certain products and services, including but not limited to, access to our Members Section, credit reports, non-credit alerts and monitoring tools, educational newsletters and guides, restoration and victim resolution services (VRS Elite) and/or Member Indemnity Benefits, but only as applicable to your specific Membership and as always subject to the terms and conditions of this Agreement, your Membership, and our master insurance policy(ies), as applicable.

Primary Member means the individual that has successfully registered for an Identity Protection Plan Membership and who has the authority from us to establish a Family and Friends Plan Extension.

Term means the annual twelve (12) month period beginning on the date that the Primary Member, or an entity securing protection on their behalf, registers and successfully purchases an annual Membership or the monthly

period following your successful enrollment in a monthly Membership. The Term for any Family and Friends Plan Extension shall begin on the date that you register and successfully purchase the Extension(s) and end on the expiration date according to its plan. The Term may exist on a date and period separate from the Term of the Primary Member. A new Term is established following the successful renewal of any expiring Term.

Upgrades mean a qualified increase in the level of Member Indemnity Benefits that may occur during your Membership Term that differ from the benefits provided on the date of your initial enrollment. Upgrades shall only apply to Incidents that occur following an Upgrade.

We, us, and our means Identity Fraud, Inc.

You, your, and yours means the individual who is identified by us as having a Membership.

Our Obligations To You

Following your successful registration and payment of the annual or monthly Membership fee, our obligation to you begins by sending you a Confirmation that your Membership is in force, preparing a Certificate of Insurance for you, and protecting your information consistent with our privacy and security policies. During the Term of your Membership, we are obligated to provide you with our Plan Benefits and Family and Friends Plan Extensions subject to the terms and conditions of this Agreement and subject to the terms, conditions, definitions, exclusions, and/or limitations of our master insurance policy(ies).

Our obligations and Membership(s) are limited to Members domiciled in the United States and/or territories where we have legal authority to provide you with a Membership. In the event this Agreement and/or the obligations provided for herein differ from information or material in our website, this Agreement shall prevail over any conflict, discrepancy or inconsistency.

As every instance of data theft or identity theft presents its own special facts and circumstances, we cannot guarantee a successful outcome to every instance of data theft and/or identity theft that may result in damage and loss to you. There may be some situations and instances where we are unable to further assist you and there may be some instances where we may not be able to represent you, and therefore we reserve the right to refer you to the appropriate governmental agency, Law enforcement agency or other appropriate professionals we deem appropriate to address the specific issues of identity theft unique to your specific situation.

Our obligation to you shall cease at the time you cancel or non-renew your Membership or at the time we cancel or non-renew your Membership. IF WE CANCEL YOUR MEMBERSHIP, WE SHALL PROVIDE YOU WITH A PRO-RATA REFUND FOR THE DAILY PERIOD REMAINING ON YOUR MEMBERSHIP AND SUBTRACT ANY AMOUNTS THAT ARE ALLOCATED TO SINGLE USE SOLUTIONS AND/OR CREDIT SOLUTIONS (I.E. A 3-IN-1 CREDIT REPORT). IF YOU CANCEL YOUR MEMBERSHIP, YOU WILL NOT BE ELIGIBLE FOR A REFUND IF YOU PURCHASED AN ANNUAL MEMBERSHIP AND WE WILL DE-ACTIVATE YOUR ACCOUNT AND YOU WILL NOT BE BILLED ANY FURTHER FEES ON THE ANNIVERSARY OF YOUR MEMBERSHIP. IF YOU CANCEL YOUR MEMBERSHIP AND YOU PURCHASED A MONTHLY MEMBERSHIP, WE WILL IMMEDIATELY CHARGE YOUR CREDIT CARD FOR ANY REMAINING MINIMUM MONTHLY CHARGES YOU ARE OBLIGATED TO PAY (I.E. MONTHLY MEMBERSHIPS HAVE A 3 MONTH MINIMUM CHARGE) AND THEN WE WILL DE-ACTIVATE YOUR ACCOUNT AND YOU WILL NOT BE BILLED FOR ANY ADDITIONAL MONTHS. WE MAY ALSO

CHARGE A TRANSACTION AND CANCELLATION PROCESSING FEE IN THE AMOUNT OF \$15.00. YOU MAY ONLY CANCEL YOUR MEMBERSHIP BY CALLING US AT 1-866-4-IDFRAUD (1-866-443-3728).

Items For Which We Are Not Obligated To You

We and/or our insurer(s) are not obligated

- To provide you with Member Indemnity Benefits in excess of the corresponding annual coverage limit provided in your Membership.
- To provide you with Plan Benefits in the event of Force Majeure, acts of God, war, or other similar events or if we are temporarily upgrading or repairing our web-site that restrict our ability to provide you with Plan Benefits.
- To maintain or renew your Membership. At any point and in our sole and absolute discretion, we may cancel or not renew your Membership by sending you an email notice or letter, at the email and/or physical address we have on record, thirty (30) days prior to your Membership cancellation or non-renewal.
- To provide you with Plan Benefits for Incidents that occur prior to your current Membership activation date or which are reported to us or our insurer(s) following the termination, cancellation, or non-renewal of your Membership.
- To provide you with Plan Benefits following your cancellation or request to cancel your Membership.
- To provide you with Plan Benefits if you dispute authorized credit card charges, which may be based on the non-delivery and/or quality of our goods or services.
- To provide you with Plan Benefits for costs, losses, or damages arising out of any business pursuits.
- To provide you with any reimbursement for any costs, losses or damages other than those provided in the Plan Benefits.

Except as otherwise provided for in this Agreement, we shall have no right to cancel, change, or otherwise amend the Plan Benefits available to you following your notice to us of a claim or Incident provided you have met with all of the terms and conditions of your Membership.

Your Obligations

In order to establish a Membership and receive Plan Benefits, you must adhere to the following obligations:

- Provide your voluntary consent to this electronic transaction and to the provision of our products and/or services in electronic form, which consent may be required pursuant to your state law.
- Provide accurate information while enrolling for a Membership and not impersonate another person.
- Update your Membership contact details in our Members Section as soon as practicable following a change of address, email, or telephone number.
- Use the Plan Benefits for your individual purpose and not share or otherwise copy or distribute any material, products, or content made available to you. Any violation may be deemed a breach of contract and/or violation of US Copyright laws with applicable penalties.
- Upon learning of an Incident that could give rise to expenses under the Plan Benefits, notification must be made to us or our Insurer by you as soon as practicable. In addition, actual notice provisions maintained in our master insurance policy(ies) will vary based on the type of Membership and may further restrict

coverage and you must provide notice pursuant to such terms to receive Plan Benefits. Specifically, your notice for any Incident must be made to us and/or our insurer(s) as follows: a) Memberships having a \$1 million insurance limit have a twelve (12) month notice provision that is further limited to six (6) months for any Unauthorized Electronic Funds Transfer coverage, b) Memberships provided to residents in the state of New York have a twelve (12) month notice provision, and c) all other Memberships having a \$25,000 limit or less have no time limit notice provision, other than, every notice must be made prior to the cancellation or non-renewal of your Membership. Each notice requirement is based on specific master insurance policy terms included in your specific Membership and such notice of loss provisions begin on the date of the actual Incident, whether or not the incident is known or is not known by you. Separately, all notice(s) must be given during your Membership Term and in no event later than ninety (90) days after you first learn of the Incident.

- Promptly file a report with the police if an Incident has occurred and if anyone would reasonably believe that a violation of the law may have occurred.
- Keep records, receipts, books, evidence and other documents in such a manner that will allow us or our Insurer to accurately determine the amount of any expenses or loss covered hereunder. Maintenance and production of such records is a condition precedent to receiving Plan Benefits.
- Sign a sworn proof of loss statement, or affidavit, containing information we or our Insurer may request, including copies of receipts or other evidence relating to expenses.
- Permit us or our Insurer to question you under oath about any matter relating to your Membership at such times as may be reasonably requested and shall allow for the investigation and/or inspection of the your records.
- Cooperate with us or our insurer in the investigation of any loss and help us enforce any legal rights you, we or our insurer may have against anyone who may be liable to you, us, or our insurer.
- At our request, attend legal proceedings, including depositions, hearings, or trials and obtain the attendance of witnesses with respect to any matter relating to your Incident and this Membership.
- Take reasonable steps to reduce costs and expenses arising from or relating to an Incident and do not prejudice any of our insurer's rights to recovery and do not admit to any liability. If you admit to liability in connection with an Incident, such admission shall be at your own expense and no Plan Benefits shall be afforded arising from or relating to such Incident.
- Understand and agree that by engaging a Membership and/or clicking on the "I ACCEPT" button, you are providing "written instructions" to Identity Fraud, Inc. and its employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, and all other resellers and credit reporting agencies (including, without limitation, TransUnion, Experian, Equifax and/or CSIdentity Corporation or any affiliates of such companies) under the Fair Credit Reporting Act (FCRA), as amended, to access (a) your credit files from each national credit reporting agency and to exchange information about you with each such credit reporting agency in order to verify your identity and to provide the products and/or services to you and (b) other non-credit related information and provide monitoring and alerts with respect thereto. You agree and hereby authorize Identity Fraud, Inc., its agents, employees and third party data sources and suppliers, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time. You waive any and all claims against Identity Fraud, Inc. and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize Identity Fraud, Inc. and its agents, employees and third party data sources and suppliers to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.
- Understand and agree that while enrolling in a Membership and to obtain the products and/or services provided therein, we will, depending on your Membership plan ask you for the following types of information: contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth, driver's license number and social security number); personal information to verify

your identity and financial information (such as credit card number). This information is required in order to verify your identity, charge you the agreed upon fees for our products and services, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, consumer reporting agencies, payment validation companies, law enforcement agencies, or others.

Changes to This Agreement

We reserve the right in our sole and absolute discretion to make changes to this Agreement, to modify, alter, or otherwise amend this Agreement, your Membership or the Plan Benefits to which this Agreement applies including the annual fee. We shall notify you at least thirty (30) days prior to implementing any adverse material changes via the email address we have on record for you. Any changes shall be incorporated into this Agreement and shall be effective immediately upon our posting or publication. However, any change to this Agreement made subsequent to your notice to us of a claim or Incident shall not affect your rights to Plan Benefits that existed at the time of your notice to us provided you have met with all of the terms and conditions of your Membership.

Additional Terms and Conditions

To ensure uninterrupted service and upon the expiration of your current Term, we will automatically charge your credit card on file on the anniversary of your annual Membership at the then current fee for Annual Membership unless you have called our Customer Service number 1-866-4-IDFRAUD (1-866-443-3728) and cancelled your Membership. Monthly Memberships will automatically be charged to the credit card on file unless you have called our Customer Service number 1-866-4-IDFRAUD (1-866-443-3728) and cancelled your monthly Membership. In the event your credit card charge is not authorized or otherwise ineffective in remitting payment, the Membership to which payment applies will automatically lapse or will not be in effect. We may attempt to notify you of any transaction failure and provide you the opportunity to provide an alternative credit card or method of payment, however, should we fail to notify you and if we have not received any payment for your continued Membership, your Membership may cease and we are and shall not be responsible to provide you with a Membership or Plan Benefits.

In the event that your Membership was purchased on your behalf by an employer, financial institution or other entity, your Membership is subject to the continued receipt of payment by us from such entity for your Membership. In the event such entity terminates or fails to make payment for your Membership, your Membership shall cease upon its expiration or renewal date. Although we may endeavor to notify you of the potential termination of your Membership as availed by such entity, we shall not be responsible for providing you any Plan Benefits following termination.

Limitation of Liability

Identity Fraud, Inc. cannot guarantee that you will not become a victim of identity fraud or otherwise experience an Incident or loss or damages as a result of identity or data theft. The potential exposures to identity fraud and theft are numerous and various and neither Identity Fraud, Inc. nor the Plan Benefits can address all types of exposures. We further cannot guarantee that we will be successful in resolving your Incident to your complete satisfaction, or to an objectively reasonable conclusion.

IDENTITY FRAUD, INC. AND ITS THIRD PARTY DATA SOURCES AND SUPPLIERS PROVIDE THE MEMBERSHIP AND PLAN BENEFITS TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER IDENTITY FRAUD, INC. NOR ITS AFFILIATES OR THIRD PARTY DATA SOURCES OR SUPPLIERS (INCLUDING, WITHOUT LIMITATION, ANY CREDIT REPORTING AGENCY OR RESELLERS) MAKES ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, PLAN BENEFITS, PRODUCTS OR SERVICES AVAILABLE WILL BE ERROR-FREE. I, BY USING

THE MEMBERSHIP, PLAN BENEFITS, PRODUCTS AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER IDENTITY FRAUD, INC. NOR ITS AFFILIATES OR THIRD PARTY DATA SOURCES OR SUPPLIERS (INCLUDING, WITHOUT LIMITATION, ANY CREDIT REPORTING AGENCY OR RESELLER) HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE MEMBERSHIP, PLAN BENEFITS, PRODUCT OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

Applicable Law

The laws applicable to the interpretation of this Agreement, its terms and conditions shall be the laws of the State of California, USA. Individuals who choose to access this Site or a Membership from outside the United States do so on their own initiative and we are not responsible for compliance with local laws that may be applicable to you in your jurisdiction. You agree that any and all disputes arising under this Agreement or out of our provision of services to you, if submitted to a court of law, shall be adjudicated in The Superior Court In and for the County of Contra Costa, State of California, USA.

January 1, 2011

Terms and Conditions

These terms and conditions ("Terms and Conditions") apply to all transactions between you and CoreLogic Credco, LLC ("Credco"), CoreLogic Consumer Services, Inc. ("CLCS"). By submitting your order, you acknowledge receipt of our Privacy Notice and agree to its terms, confirm your authorization for Credco/CLCS to obtain your consumer report ("Basic Report"), scores ("Scores") and other enhancements to the Basic Report, and agree to the Terms and Conditions herein. For purposes of these Terms and Conditions, the term "Credit Reports" includes Basic Reports, Score and other enhancements to Basic Reports, individually or collectively, as the context requires.

YOUR USE OF THE SERVICES (DEFINED BELOW) BEING PROVIDED TO YOU ARE SUBJECT TO THESE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THEM CAREFULLY. YOUR ACCEPTANCE AND USE OF THE SERVICES CONSTITUTE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE THE SERVICES OR ANY OF THE INFORMATION WITHIN THE SERVICES. DISCARD THE SERVICES YOU RECEIVED IMMEDIATELY AND CALL CUSTOMER SERVICE AT 1-866-4-IDFRAUD (1-866-443-3728) TO CANCEL YOUR MEMBERSHIP. MOREOVER, IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ACCESS OR OTHERWISE USE THIS WEB SITE, THE SERVICES OR ANY INFORMATION CONTAINED ON THIS WEB SITE. YOUR ACCESS TO AND USE OF THIS WEBSITE CONSTITUTE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS AND CONDITIONS.

These Terms and Conditions are made between you and Credco/CLCS, the providers of the products and services at this web site ("Web Site"). All products and services (including, but not limited to, the Credit Reports) offered on this site by Credco/CLCS, (collectively, the "Services"), are subject to these Terms and Conditions, which may be updated from time to time. Please check this Web Site regularly for updates to these Terms and Conditions.

USE OF THE SERVICES

In consideration of your use of the Services, you agree to provide true, accurate and current information about yourself as prompted by the application form on this Web Site. You certify that you are eighteen (18) years of age or

older. If any information you provide is untrue, inaccurate or not current, or if Credco/CLCS have reasonable grounds to suspect that such information is untrue, inaccurate or not current, Credco/CLCS, at their sole discretion, have the right to suspend or terminate your use of any Service and refuse all current or future access to use of the Services or suspend or terminate any portion thereof. Further, you agree that Credco/CLCS will not be liable to you or any third party if Credco/CLCS suspends or terminates your access to the Services for any reason.

Credco obtains credit information used to prepare Credit Reports from the three national credit repositories (Equifax, Experian, Trans Union, collectively, the "CRA Repositories"). The Credit Reports Credco provides are intended to furnish you with information that you may not otherwise have readily available to you, but should not be relied upon for important personal and financial decisions. You should consult your own professional adviser for specific advice tailored to your personal situation.

You understand that by checking the "VIEW REport" box immediately following these Terms and Conditions, you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for Credco/CLCS to obtain information from your personal credit profile from any consumer reporting agency. You also authorize Credco/CLCS to access your personal credit profile to verify your identity TO AVOID TRANSACTIONS IN YOUR NAME, and to provide credit monitoring, reporting and scoring products.

YOU UNDERSTAND THAT IT MAY BE A VIOLATION OF FEDERAL AND/OR STATE LAW FOR YOU TO OBTAIN A CREDIT REPORT ON ANY PERSON OTHER THAN YOURSELF, AND THAT UNDER THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN 2 YEARS, OR BOTH.

FCRA DISCLOSURES

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from consumer reporting agencies for a reasonable charge. Full disclosure of information in your file at the three national credit repositories must be obtained directly from the repositories:

Experian: www.Experian.com
Equifax: 1-800-685-1111
Trans Union: 1-800-916-8800

The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer reporting agency free of charge under the following circumstances:

The FCRA also permits consumers to dispute inaccurate information in their Credit Report without charge. Accurate information cannot be changed. You do not have to purchase your Credit Report or other information from Credco/CLCS to dispute inaccurate or incomplete information in your credit file maintained by the CRA Repositories.

The Credit Report you are requesting from Credco/CLCS is not intended to constitute the disclosure of Experian, Equifax or Trans Union information required by the FCRA or similar state laws.

The FCRA allows consumer to get one free comprehensive disclosure of all the information in their credit file from each of the Repositories once every 12 months through a central source. Although comprehensive, the Credit Reports from each of the Repositories that are available from the Credco/CLCS Web Site may not have the same information as a credit report obtained directly from the three Repositories or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com. You can also contact the central source to request this free annual disclosure by calling toll free (877) 322-8228 or by using the mail request form available at the central source website. The Services at this Web Site are not related to the free FCRA disclosure that you are or may be entitled to.

Consumers residing in the states of Colorado, Maine, Maryland, Massachusetts, New Jersey, and Vermont may receive an additional free copy of their credit report once per year and residents of the state of Georgia may receive two (2) additional copies per year. For Illinois residents, credit reporting agencies are required by law to give you a

copy of your credit record upon request at no charge or for a nominal fee.

Click [here](#) for a full text of your summary of rights.

MODIFICATION OF SERVICES

Credco/CLCS may, at their discretion, modify or discontinue any of the Services or a portion thereof, with or without notice. You agree that Credco/CLCS will not be liable to you or any third party for any modification or discontinuance of any of the Services.

DISCLAIMERS

Because we use security measures designed to protect your privacy and to safeguard your information, we may not always be able to successfully provide our Services to you, including instant online delivery of your Credit Report. For certain of your Services, when the system is unable to verify your identity, you may be routed through a manual authentication process.

You must have an email address and a Java-compatible browser such as Netscape Navigator 6.0 or higher, Internet Explorer 5.0 or higher, or AOL 8.0 or higher to receive your Services online. Credco/CLCS are not responsible for any overdraft/over-the-limit charges or bank fees if your account contains insufficient funds when your order is processed and billed.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CREDCO, CLCS, AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE CRA REPOSITORIES EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THIS WEB SITE OR OTHER MATERIALS THAT YOU RECEIVE FROM CLCS/CREDCO DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. CREDCO, CLCS, AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE CRA REPOSITORIES MAKE NO WARRANTY OR REPRESENTATION THAT (I) THE SERVICES (INCLUDING THE CREDIT REPORTS) ARE ACCURATE, COMPLETE, VALID OR ERROR-FREE; (II) THE SERVICES WILL BE DELIVERED IN A TIMELY FASHION, (III) THE SERVICES WILL BE DELIVERED ON AN UNINTERRUPTED BASIS, (IV) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE RELIABLE; AND (V) THE SERVICES WILL MEET YOUR NEEDS.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT CREDCO, CLCS, AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES AND THE CRA REPOSITORIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE SERVICES, EVEN IF CREDCO, CLCS, THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES OR THE CRA REPOSITORIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS: FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON CREDCO/CLCS, THEN YOU AGREE THAT CREDCO'S/CLCS'S TOTAL LIABILITY FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM CLCS'S OR CREDCO'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE YOU PURCHASED FROM CLCS/CREDCO.

GENERAL PROVISIONS

Governing Law

These Terms and Conditions are governed by the laws of California without regard to conflict of law provisions. You hereby consent to the exclusive jurisdiction of the courts of the State of California. Venue shall be in San Diego County, California.

Entire Agreement

These Terms and Conditions, the Privacy Policy, and other policies Credco/CLCS may post constitute the entire agreement between Credco/CLCS and you in connection with your use of this Web Site, the Services, and the Content, and supersede any prior versions of the terms and conditions, if applicable. Credco/CLCS may update these terms and conditions from time to time by posting revised Terms and Conditions on this Web Site, without notice to you, and your subsequent use of the Web Site or Services is governed by those new Terms and Conditions. The Terms and Conditions are effective until terminated by Credco and/or CLCS. In the event of termination, the Intellectual Property, Disclaimers and Limitations of Liability, and Governing Law provisions set forth in these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in this Web Site, these Terms and Conditions will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

Privacy Policy Notice

Credco's/CLCS's policy on how your personal information is used and disclosed is contained in our Privacy Notice. The Services provided under these Terms and Conditions are web-based and you agree to accept this notification, revisions, and the provision of an annual notice electronically through this Web Site. Click [here](#) for a copy of CLCS's/Credco's Privacy Policy.

POLICY NUMBER:1000201061141

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-13 -2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Oakland Unified School District1000 BroadwayOakland, CA 94607

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. <input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/) <input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). <input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. <input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)
----------------------	--

OUSD Staff Contact Emails about this contract should be sent to: (required) _____

Contractor Information

Contractor Name	Identity Fraud, Inc., a California Corporation	Agency's Contact			
OUSD Vendor ID #		Title			
Street Address	1700 North Broadway	City	Walnut Creek, CA 94596	State	Zip
Telephone	925-296-2600	Email (required)			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	July 15, 2014	Date work will end	July 15, 2015	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
			5825	\$72,000.00
			5825	\$
			5825	\$
Requisition No. (required)	Total Contract Amount			\$72,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Jerry Johnson	Phone	510-380-8111
	Site / Department	Risk Management Officer		Fax	
		Signature	Date Approved		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
		Signature (if using multiple restricted resources)		Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
		Signature		Date Approved	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations			Consultant Aggregate Under , Over \$50,000	
	Signature		Date Approved		
		7/17/14			
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason		Date
Procurement		Date Received	PO Number		7/17/14