



City of Milwaukee
Employees' Retirement System

Bernard J. Allen
Executive Director

David M. Silber, CFA, CAIA
Chief Investment Officer

Melody Johnson
Deputy Director

January 21, 2020

Mr. Jim Owczarski
City Clerk
Room 205, City Hall

Dear Mr. Owczarski:

Please be advised that an Administration & Operations (A&O) Committee Meeting of the Annuity and Pension Board has been scheduled for **Monday, January 27 at 8:30 a.m. in the Employees' Retirement System Conference Room at 789 N. Water Street, Suite 300.** If a quorum of the Board is present, this meeting will convene as a Special Board Meeting. The agenda is as follows:

- I. Approval of United Mailing Services First Amendment.
- II. Approval of Agreement with LexisNexis.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernard J. Allen".

Bernard J. Allen
Executive Director

BJA:jmw

PLEASE NOTE - Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, please call 414-286-3557.

MEMO

To: Jerry Allen

From: Mary Turk

Subject: Contract for Mailing Services

Date: 1/2/2020

ERS is presently in a contract with United Mailing Services (UMS) and that contract is set to expire April 30, 2020. The present contract does have a provision for a two-year extension upon mutual agreement between the parties. After discussion with UMS they have agreed to a continuation utilizing present cost structures.

An attempt was made to go to market to compare cost options. The Purchasing Office at the City of Milwaukee was consulted and they said that to their knowledge UMS was the only provider of the types of services required. They had executed a bid in 2003 and received a response from UMS and one other vendor. However, that other vendor is no longer in existence. Bids done in 2010 and 2016 resulted in no other bidders other than UMS.

I did an online search and found two businesses that appeared to provide the needed services. I sent out an RFQ to these businesses on October 30, 2019. One company, International Delivery Solutions, responded back that they would not be able to provide all the services that we needed and would not respond to the RFQ. Another company, Heritage, responded back that they would have questions but never got back to me. They did not respond to the RFQ by the November 13, 2019 due date.

Given the lack of competition in the industry and the fact that staff reports to be very happy with the services provided by UMS and the fact that they are willing to extend the contract with no price increases, I believe extending the contract is the most realistic option.

**FIRST AMENDMENT
TO THE SERVICE AGREEMENT BETWEEN
THE EMPLOYES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE
AND
UNITED MAILING SERVICES, Inc.**

THIS IS THE FIRST AMENDMENT ("First Amendment") to the Service Agreement ("Agreement") beginning May 1, 2017, between the Employees' Retirement System of the City of Milwaukee ("ERS") and United Mailing Services, Inc. ("UMS");

WHEREAS, on May 1, 2017, the ERS and UMS entered into the Service Agreement; and

WHEREAS, ERS and UMS wish to amend the Agreement to extend it for two additional years:

NOW, THEREFORE, in consideration of the mutual covenants herein stated, ERS and UMS agree to amend the Agreement as follows:

1. The term of the Agreement, as set forth in paragraph 2.1 entitled "TIME OF PERFORMANCE" is amended to read: "upon April 30, 2022"; and, the "Time of Performance" on the head of the contract shall read: "May 1, 2017 – April 30, 2022."
2. The maximum compensation as set forth on the head of the contract entitled "Maximum Compensation Not to Exceed" is amended to read "\$500,000."
3. These changes constitute the entire First Amendment to the Agreement. All other covenants, provisions, terms and conditions of the Agreement shall remain unchanged.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original; all such counterparts shall, together, constitute only one instrument. PDFs shall be deemed the same as originals.

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IN WITNESS WHEREOF, the parties hereto execute this First Amendment:

United Mailing Services, Inc.

Name: Date

Title:

THE EMPLOYES' RETIREMENT SYSTEM OF THE CITY OF MILWAUKEE

Name: Date

Title: Board Chair

Bernard J. Allen, Executive Director Date

Countersigned:

Assistant City Attorney Date
As to Form and Execution

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **The Employees' Retirement System of the City of Milwaukee** ("**Customer**"), with its principal place of business located at 789 North Water Street, Suite 300 Milwaukee, WI 53202, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "**LN**").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. SCOPE OF SERVICES/CUSTOMER

CREDENTIALING. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services attached hereto and incorporated herewith (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda, which are collectively referred to herein as the Master Terms. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally, LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes.

Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Non-FCRA Use Restrictions.** The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not

use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) **FCRA Services.** If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "**QA Data**"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms attached hereto as Exhibit C, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. (ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) **Economic Sanctions Laws.** Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(vi) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of seven (7) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(vii) **Software.** To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not knowingly (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) substantially interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or

duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all reasonable steps to protect its networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will notify LN as soon as practical but no later than forty-eight (48) hours, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), after Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further

reimburse LN for any expenses it reasonably incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be reasonably requested by LN. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent or unless required under applicable law, rule, regulation, or court order. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its reasonable discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". LN agrees to comply with all federal, state and local laws, regulations, rules, or court orders as applicable to data provider. For the avoidance of doubt, LN agrees that nothing contained in this Section shall be construed to limit any of LN's explicit obligations under the Master Terms to assist Customer with Customer's legal obligations. Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a

material portion of the materials and features that Customer regularly uses in the ordinary course of its business and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time only with the written authorization of Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with the terms and conditions herein, and shall promptly notify LN of its actual knowledge of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below), personal information on individuals, and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information; or (v) is required to be disclosed pursuant to a law, rule, regulation, or court order. "**Trade Secret**" shall be deemed to include any information that fits the definition of "trade secret" set forth under applicable federal and state law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the

same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order, law, rule, regulation, or other governmental authority, provided that the Receiving Party shall give the Disclosing Party reasonable written notice of such subpoena, court order, law, rule, regulation, or other governmental authority so as to attempt to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, law, rule, regulation, or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, databases, computer systems, or documents. Customer agrees that it may be electronically invoiced for those fees. LN shall send any electronic invoices to the following email addresses unless Customer notifies LN of new email addresses that LN should send electronic invoices to: Rhana.funches@cmers.com; Daniel.gopalan@cmers.com; Todd.Warner@cmers.com. LN shall submit an invoice and other documentation required pursuant to this Master Terms (collectively referred to as the "Invoice") to Customer on a monthly basis for any fees accrued during the preceding month within thirty (30) days of the end of said month. Pursuant to Common Council File No. 101137, if Customer does not make payment within 45 days after receipt of the Invoice, Customer shall pay simple interest beginning with the 31st calendar day after submission of the Invoice at the rate of one percent per month. No attorney's fees, expenses, or other collection costs may be billed to Customer unless otherwise agreed in writing. No interest shall be applied to any outstanding amounts where LN has been sent notice that the amount owed to LN is subject to a good faith dispute within 45 days of the receipt of the Invoice provided the notice was sent by first-class mail, personally delivered, or otherwise sent in accordance with any notice provisions in this Master Terms. In the event that the 45th day after receipt of the Invoice is a Saturday, Sunday or national holiday, such payment may be made on the following business day without interest being owed to LN. Consistent with Wis. Stat. § 66.0135(3), LN shall pay any of its subcontractors

for satisfactory work within seven (7) days of LN's receipt of payment from Customer or seven (7) days from receipt of an invoice from the subcontractor, whichever is later. If LN fails to make timely payment to a subcontractor, LN shall pay interest to the subcontractor at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day after LN's receipt of payment from Customer or receipt of an invoice from the subcontractor, whichever is later.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under the Master Terms for any current or future fiscal period, then Customer may, at its option, terminate the Master Terms on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Master Terms for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment. Notwithstanding anything else contained herein, LN shall give Customer ninety (90) days advanced notice of termination. If either party terminates the Master Terms for any reason LN will refund to Customer a pro-rata portion of any prepaid fees and costs that have not been incurred as of the effective date of termination within thirty (30) days of the effective date of termination. The Parties agree that LN will not charge Customer with any termination fee or penalty for any termination.

11. **GOVERNING LAW.** The Master Terms shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to the Master Terms that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law, or should federal courts have jurisdiction, the eastern district of Wisconsin, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by either party, in whole or in part, without the prior written consent of the other party. Any assignment without the prior written consent of the parties shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** To the extent permitted by applicable law, LN's entire liability regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated resulting from its acts or omissions, under the Master Terms shall not exceed fifty thousand dollars and 00/100 (\$50,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from LN's gross negligence or willful misconduct or Customer's withholding of the from public disclosure per LN's explicit request that is subsequently deemed wrongful under the WI Public Records Law, and breach of its obligations under Section 6. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

15. **INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. LN shall not settle any claim which obligates the Customer in any way without the

written consent of the Customer. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections provided to it by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN reasonably determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** The following Sections shall survive any termination of the license to use the LN Services: 6, 11, 12, 13, 14, 15, 16, 20, 23, 24, 27, 28, 29, 30, 31, 32, 33, & 34.

17. **AUDIT.**

(i) Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to reasonably cooperate with any and all audits and to respond to any such audit inquiry within ten (10) business days unless an expedited response is required by a Federal or state agency. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

(ii) Subject to the execution of an appropriate confidentiality and non-disclosure agreement negotiated in good faith by the parties, and subject to LN's security policies at any time during normal business hours, not to exceed once per calendar year, upon ten (10) days prior written request, LN shall permit access to those records related to the Services provided to the Customer under the Master Terms. No documents shall be allowed to be copied or removed from LN's premises. The Customer does not have the right to review any LN confidential information if such access would require the information to become publicly available. Customer may examine these limited records LN's records to ensure LN is complying with the Master Terms and LN shall permit Customer to audit,

and examine, the relevant records at no cost to Customer.

17. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2 the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23 Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

18. **TAXES.** Customer is tax exempt and LN shall not charge Customer for any tax, duty, or similar charge.

19. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of the Master Terms. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate the Master Terms. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

20. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to the Master Terms is that of an independent contractor. LN shall not receive nor be eligible for any fringe benefits or any other benefits to which Customer employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of LN receiving payment under the Master Terms shall be the sole responsibility of LN.

21. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by advanced notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's

use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

22. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and LN agrees to comply with the Principles. Customer agrees that Customer (including its directors, officers, employees or agents) will comply with Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>. The Customer's comparable privacy principles, policies, or practices are attached hereto.

23. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services without the prior written consent of LN or as required by law, rule, regulation, or court order.

24. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

25. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

26. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("Subsidiaries"), in LN's sole discretion, subject to the

Subsidiaries' completion of LN's credentialing process and any applicable paperwork.

27. **SEVERABILITY.** If any term of the Master Terms is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term cannot be created, the party materially and adversely impacted shall be allowed to terminate the Master Terms pursuant to Section 10 of the Master Terms governing termination.

28. **NO WAIVER.** The failure or delay by either party in exercising any right, power or remedy under the Master Terms shall not operate as a waiver of any such right, power or remedy.

29. **HEADINGS.** The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

30. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other prior representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that has previously been entered into by the parties hereto in relation to the Services provided under these master Terms. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The

terms contained herein shall control and govern in the event of a conflict between these terms and any new other or different terms in any other writing unless such terms are expressed in an amendment executed by both parties in writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

31. **ADDITIONAL TERMS DISCLAIMER.** No "click to accept" or "browsed to accept" agreement that may be required for Customer or its officers, agents, contractors or employees (the "Users") to access any software associated with the Master Terms shall be valid. Only the provisions of the Master Terms shall apply to the Users for access and use of any software associated with the Master Terms. Any of LN's "terms of use" or "privacy policy" or other LN terms referenced in but not included with the Master Terms, including but not limited to web based terms and conditions, shall not apply unless otherwise stated in the Master Terms. 33. **NON-EXCLUSIVE.** This is not an agreement to exclusively purchase the subject goods and/or services from LN. Customer may choose to award a contract to another contractor providing the same or similar goods and/or services at any time.

34. **EFFECT OF REGULATIONS.** Should any local, state or national regulatory authority having jurisdiction over Customer enter a valid and enforceable order upon Customer which has the effect of changing or superseding any term or condition of the Master Terms, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Master Terms shall remain in effect and be modified or terminated in the manner provided for by Section 26 governing severability. Should compliance with any new Regulations not be commercially or economically viable for LN, LN shall have the right to propose a price adjustment or terminate these Master Terms.

35. **FEDERAL EXECUTIVE ORDERS 12549 AND 12689, DEBARMENT AND SUSPENSION.** Customer reserves the right to cancel the Master Terms with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

[Remainder of Page Intentionally Blank]

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing these Master Terms as of the Effective Date as an authorized representative of the indicated party.

LexisNexis Risk Solutions FL Inc.

By: _____

**ANNUITY AND PENSION BOARD
EMPLOYEES' RETIREMENT SYSTEM
OF THE CITY OF MILWAUKEE**

President Martin Matson

Executive Director Bernard J. Allen

COUNTERSIGNED:

City of Milwaukee Comptroller Martin Matson
Approved as to form an execution:

Assistant/Deputy City Attorney Date

Addendum for Access to Limited Access DMF Data - Government

Parties	Employees' Retirement System of the City of Milwaukee and all of its applicable affiliates that receive access to Limited Access DMF Data from LN ("Recipient")
	The applicable affiliate of LexisNexis Risk Solutions that is a party to any Contract ("LN")
Applicable Contract	Any agreement pursuant to which Recipient obtains products or services from LN, whether executed prior to or after this Addendum (each a "Contract")
Effective Date	The date signed by Recipient below

This Addendum ("**Addendum**"), dated as of the Effective Date, is for Access to Limited Access DMF Data, amends and supplements each Contract between LN and Recipient, and applies with respect to the Limited Access DMF data described herein only. Unless notice is provided by LN otherwise, the term of this Addendum shall run in parallel to any Contract(s) under which Limited Access DMF is provided.

The Parties agree as follows:

I. Definitions. For purposes of this Addendum, these terms are defined as follows:

- a. Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Agreement is attached hereto as "Exhibit A".
- b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as "Exhibit B".
- c. DMF:** The federal Death Master File.
- d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Addendum but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Addendum governs Recipient's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Recipient's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Recipient hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Recipient has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Recipient's use):

☒ **Legitimate Fraud Prevention Interest:** Recipient has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☒ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Recipient has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Recipient's specific purpose(s) for obtaining Limited Access DMF data under this Addendum is:

- ☒ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☒ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Recipient has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Recipient agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Recipient.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance

and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.

4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court in the Eastern District of Wisconsin.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; and (b) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Recipient listed above and that I have direct knowledge of the facts stated above.

Recipient

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: CITY OF MILWAUKEE – EMPLOYEES' RETIREMENT SYSTEM

DBA:

Address: 789 N Water St. Suite 300

City, State, Zip: Milwaukee, WI 53202

Contact Name: Daniel Gopalan

Phone: 414-278-3708

REQUIRED Please describe your purpose of use: We are Governmental Pension Fund that uses it to locate members and verify deaths of members receiving benefits.

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input checked="" type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input checked="" type="checkbox"/>	In resolving consumer disputes or inquiries.
<input checked="" type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input checked="" type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input checked="" type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input checked="" type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.

<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☒ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Fiscal Services

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input checked="" type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: Governmental pension fund

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input checked="" type="checkbox"/>	Other uses similar to those described above. Describe your use: As a last resort if member is unable to locate their SS card or verify identity in cases where a common name is involved.

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☒ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is attached hereto as Exhibit A.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as Exhibit B.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☒ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☒ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☒ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☒ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court in the Eastern District of Wisconsin.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; and (b) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.

7. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name

Title

Dated

(mm/dd/yy)



Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

This Agreement is entered into between the National Technical Information Service (NTIS), U.S. Department of Commerce, and [Enter Licensee's Name], hereinafter referred to as "Licensee."

- 1. SCOPE:** For purposes of this Agreement, Licensee is considered a Subscriber and must execute and submit the Subscriber Certification Form in order to become a Certified Person. Licensee agrees to pay to NTIS an annual fee, as set forth in Attachment A, in consideration for which NTIS agrees to provide Licensee with the Limited Access Death Master File (DMF), as defined in 15 CFR § 1110.2, for Licensee's use in accordance with the terms of this Agreement. NTIS also grants to Licensee a non-exclusive, non-transferable right to make the Limited Access DMF available for use only to Licensee's employees, contractors, subcontractors, and for resale only to customers, all of whom Licensee must determine meet the requirements to be a Certified Person as set forth in regulations found at 15 CFR § 1110.2.
- 2. AUTHORITY:** NTIS is authorized to enter into this Agreement and receive funds under 15 U.S.C. §§ 1153 and 3704b note. NTIS is authorized to perform the services detailed in this Agreement, including providing the Limited Access DMF to Licensee, pursuant to 15 U.S.C. § 3704b and 15 U.S.C. §§ 1151-1157. In addition, NTIS is authorized to establish a certification program under which persons may obtain immediate access to the Death Master File (DMF), pursuant to § 203 of the Bipartisan Budget Act of 2013.
- 3. REQUIREMENTS FOR LICENSEES:**
 - (a)** Licensee must at all times during this Agreement be a Certified Person as defined in 15 CFR 1110.2.
 - (b)** Licensee agrees that beginning on the effective date of this Agreement, all provisions of this Agreement apply to any and all DMF previously obtained by Licensee from NTIS and all Limited Access DMF obtained by Licensee from NTIS prospectively under this Agreement.
 - (c)** Should any of the information to which it is certified on the Subscriber Certification Form change during the term of this Agreement, Licensee agrees to notify NTIS of the change and whether Licensee believes the change results in loss of Licensee's status as a Certified Person, in writing, immediately, but in no event later than 24 hours after Licensee becomes aware of the change.
 - (d)** Should Licensee cease to be a Certified Person during the term of this Agreement, Licensee agrees to destroy all Limited Access DMF, including DMF obtained from NTIS prior to entering into this Agreement, and will certify to NTIS in writing that it has destroyed all such DMF.
 - (e)** Licensee must include in all contracts and agreements with others under which Licensee will give access to the Limited Access DMF, provisions that require the recipients of the Limited Access DMF (Recipients) to comply with the terms of this Agreement and the requirements of 15 CFR Part 1110, and that require the Recipients to flow down those provisions in any subsequent contracts or other agreements of recipients for access to the Limited Access DMF;
 - (f)** Licensee agrees that if it uses the DMF on a continuing basis it must, after receiving an updated complete DMF, keep that file updated by continually purchasing and incorporating all regular updates (new deaths/changes/deletions), beginning with the same month as the original file.
 - (g)** Licensee agrees to be subject to audit by NTIS to determine Licensee's compliance with the requirements of 15 CFR Part 1110. Licensee agrees that NTIS may conduct periodic and unscheduled audits of the systems, facilities, and procedures of Licensee relating to Licensee's safeguards for, access to, and use and distribution of, Limited Access DMF, during regular business hours. Licensee understands and agrees that failure to cooperate with any NTIS audit may result in immediate termination of this Agreement.



Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

(h) Licensee agrees to retain a list of all employees, contractors, subcontractors, and customers to which it provides Limited Access DMF and to make that list available to NTIS as part of any audits conducted under paragraph (g) above.

4. AUTHORIZED PURPOSES: The rights granted to Licensee under this Agreement are solely for Authorized Purposes. Authorized Purposes are:

(a) **Internal Use:** Licensee may allow employees of the Licensee organization to search, retrieve, display, download and process data from the Limited Access DMF through Licensee's or Licensee's contractors' or partners' computer system for the Licensee organization's own internal needs;

(b) **Access:** Licensee may combine or integrate the Limited Access DMF with other software or technology that Licensee owns or is authorized to use in order to make it easier for Licensee's customers to search the Limited Access DMF and retrieve information from it;

(c) **Customized Information Products:** Licensee may derive information from the Limited Access DMF and make that information available to its customers that meet the requirements of a Certified Person. Licensee must inform NTIS of all subsequent value-added products that are created using the Limited Access DMF. To the extent possible, Licensee should include in such information products the following attribution: "Limited Access Death Master File, NTIS, U.S. Department of Commerce".

(d) **Backup:** Licensee may make a backup copy of the Limited Access DMF provided to it under this Agreement.

5. PROHIBITED PURPOSES: Except as provided in paragraph 4. above, Licensee may not:

(a) sublicense, transfer, assign, or otherwise convey any rights under this Agreement without NTIS's prior approval;

(b) make the Limited Access DMF visible, searchable, harvestable, or in any way discoverable on the World Wide Web;

(c) make duplicates, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Limited Access DMF or information contained therein, in any form or medium, to any third party;

(d) assert or authorize anyone to assert any proprietary rights to the Limited Access DMF in whole or in part or to represent the Limited Access DMF or any part of it as other than a United States Government Database;

(e) alter the specific data elements contained in Limited Access DMF or compromise its integrity, or authorize anyone else to do so, but Licensee may reformat the Limited Access DMF; or

(f) make the Limited Access DMF in any form available to Licensee's employees, contractors, subcontractors, or customers who do not meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102.

6. SECURITY: In order to safeguard the Limited Access DMF provided to Licensee under this Agreement, Licensee agrees that:

(a) Licensee will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Licensee represents that it currently has, and will maintain for the term of this Agreement, systems, facilities, and procedures in place to safeguard all Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of Limited Access DMF, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Licensee, and agrees to audits as set forth in this Agreement.



Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

(b) Licensee understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF from Licensee may result in immediate termination of this Agreement. In addition, any successful attempt by any person to gain unauthorized access may under appropriate circumstances result in penalties as prescribed in 15 CFR §1110.200 levied on both Licensee and the person attempting such access. Licensee will take appropriate action to ensure that all persons accessing the Limited Access DMF from Licensee are aware of their potential liability for misuse or for attempting to gain unauthorized access. Any such access or attempted access is a breach or attempted breach of security and must immediately be reported to NTIS at dmfcert@ntis.gov.

7. PAYMENT: Licensee agrees to pay applicable fees in advance. A fee schedule is attached as Attachment A to this Agreement. NTIS reserves the right to change any fees set forth in Attachment A, to establish new fees or to waive fees during the term of this Agreement by giving Licensee 90 days advance notice.

8. PENALTIES: Licensee acknowledges that failure to comply with the provisions of paragraph (3) of the Subscriber Certification Form may subject the Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

9. LIABILITY: The U.S. Government/NTIS (a) makes no warranty, express or implied, with respect to information provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assumes no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. (See Attachment B.)

10. INDEMNIFICATION AND HOLD HARMLESS: Licensee shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Licensee's, Licensee's employees, contractors, subcontractors, or Licensee's customers' use of the Limited Access DMF. This provision will survive termination of this Agreement and will include any and all claims or liabilities arising from intellectual property rights.

11. GOVERNING LAW: This Agreement will be governed by applicable Federal law.

12. TERM AND AMENDMENTS: This agreement is effective on the last date of signature by the parties below and will remain in effect for one year or, if Licensee has a current DMF subscription in place with NTIS, for the remainder of the term of Licensee's current DMF subscription (which is hereby otherwise superseded), whichever comes first. This Agreement may be renewed on an annual basis by written amendments signed by both parties for up to five years, contingent upon Licensee executing the current version of the Subscriber Certification Form annually and fulfilling any and all other requirements set forth in NTIS regulations found at 15 CFR part 1110. This Agreement may be amended at any time by a written amendment signed by both parties. Licensee must be a Certified Person throughout the term of this Agreement, and subscription will be immediately terminated if Licensee loses status as a Certified Person.



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

13. TERMINATION: Either party may terminate the Agreement by giving the other 90 days written notice. If Licensee terminates, Licensee will not receive any refund, proration or abatement of any fees paid to NTIS. If NTIS terminates, Licensee will receive a refund for the unused portion of the Annual Fee unless Licensee is in breach of this Agreement, or has violated 15 CFR part 1110, in either case as determined by NTIS.

14. RESOLUTION OF DISAGREEMENTS: Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Both parties agree that all claims, disputes, and/or causes of action arising under or related to this Agreement, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.

15. CONTACT INFORMATION:

A. Program Management:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

B. Financial:

Subscriber	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
NTIS	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Agreement No. _____

Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale

Licensee:

Authorized Signature

Name: _____

Corporate Name: _____

Address: _____

Phone Number: _____

NTIS Subscription Number: _____

NTIS Certification Invoice/Confirmation Number: _____

License Administrator _____

Date _____

Fax to 703-605-6900

National Technical Information Service

U.S. Department of Commerce

5301 Shawnee Rd.

Alexandria, VA 22312

Attachment A: Fee Schedule

Attachment B: Important Information – Mandatory Requirements Death Master File

DMF Terms and Conditions Revised 3-24-2014



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Attachment A

Limited Access Death Master File Use and Resale Order Form

SHIP TO / USER ADDRESS (please print or type)

CUSTOMER MASTER NUMBER (IF KNOWN)		DATE
NAME		
ORGANIZATION		DIVISION / ROOM NUMBER
STREET ADDRESS		
CITY	STATE	ZIP CODE
PROVINCE / TERRITORY	INTERNATIONAL POSTAL CODE	
COUNTRY		
PHONE NUMBER		FAX
E-MAIL		
OTHER CONTACT NAME		OTHER CONTACT PHONE

If renewal notices should be sent to a different address please attach details separately.

METHOD OF PAYMENT (please print or type)

DO NOT ENTER YOUR CREDIT CARD NUMBER or DEPOSIT ACCOUNT NUMBER on this order form if you are faxing or emailing your order. To pay by credit card (MasterCard, VISA, American Express, Discover) or NTIS deposit account, please send the order and then call the NTIS Subscriptions Department at (800) 363-2068 or (703) 605-6060 between 8:30 am - 5:00 pm EST, Monday - Friday.

FOR NTIS USE ONLY

☐ Check / Money Order enclosed for \$ _____
(PAYABLE TO NTIS IN U.S. DOLLARS)

Checks will be converted into an electronic fund transfer, see <http://www.ntis.gov/help/efit.aspx>.

NTIS Web Site —

www.ntis.gov/products/ssa-dmf.aspx

SUBSCRIPTIONS

PREPAYMENT REQUIRED

8:30 a.m. – 5:00 p.m., Eastern Time, M–F
Phone: 1-800-363-2068 or (703) 605-6060
FAX: (703) 605-6880 (24 hours/7 days a week)
E-mail: subscriptions@ntis.gov

ORDER BY MAIL

National Technical Information Service
5301 Shawnee Road
Alexandria, VA 22312-2312

ALL SALES ARE FINAL

NTIS strives to provide quality products, reliable service, and fast delivery. Please contact us for a replacement within 30 days if the item you receive is defective or if we have made an error in filling your order.

SINGLE ISSUES WITHOUT UPDATES

Shipping and handling fees will apply.
Contact the NTIS Sales Desk for details.

8:00 a.m. – 6:00 p.m., Eastern Time, M–F
1-800-553-6847 or (703) 605-6000.

E-mail: orders@ntis.gov

FOR NTIS USE ONLY

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Attachment A

Limited Access Death Master File Use and Resale Order Form

PRODUCT SELECTION (please print or type)

NTIS Web Site — www.ntis.gov/products/ssa-dmf.aspx

Purchasers of the Full File¹, who intend to keep their Death Master File current ARE REQUIRED to purchase a subscription to the DMF Weekly Update file, beginning with the week following the closing date of the current Full File¹. This is a MANDATE from the Social Security Administration.

SUB-5251: Limited Access Death Master File: Full File ¹		
<input type="checkbox"/> DVD or <input type="checkbox"/> CD-ROM Single Issue	\$1,825	
SUB-5465: Limited Access Death Master File Weekly Updates (single issues are not available)		
Format	Price	Total
<input type="checkbox"/> Electronically, via https	\$7,500	
<input type="checkbox"/> sFTP ²	\$9,800	

¹Limited Access Death Master File: Full File contains records from 1936 to present, not including updates

²Secure FTP requires testing before initiating subscription

Prices Subject to Change

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312

GRAND TOTAL

Thank you for your order!

Attachment B

Important Information-Mandatory Requirements Death Master File

IMPORTANT INFORMATION – MANDATORY REQUIREMENTS DEATH MASTER FILE

TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S (SSA) DEATH MASTER FILE (DMF):

As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's DMF contains the complete and official SSA database extract, as well as updates to the full file of persons reported to SSA as being deceased. However, you, as a subscriber/purchaser of SSA's DMF, are advised at the time of initial purchase that the DMF does have inaccuracies and **SSA DOES NOT GUARANTEE THE ACCURACY OF THE DMF FILE**. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file is not proof that the individual is alive. Further, in rare instances it is possible for the records of a person who is not deceased to be included erroneously in the DMF. If an individual seeing your copy of the DMF has a complaint that they find erroneous data/death information on that DMF, you should advise them to follow the procedures listed below. In fact, you should be providing the information below in your publication, if any, of the DMF:

ERRORS – If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- (1) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that had the error; OR,
- (2) find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error.

In the latter case (2 above), the DMF subscriber (you) probably received the incorrect death data sometime prior to the correction of SSA's main records. (The only way you can now get an updated DMF with the correction would be to again purchase the entire DMF file and keep it current with all of the **MONTHLY OR WEEKLY UPDATES** – See MANDATORY REQUIREMENTS below.) You should accept proof from the individual (his/her own records or the verification s/he received from the local Social Security office) and correct your copy of the DMF. You should also notify any organization to which you sold the DMF that this correction needs to be made.

MANDATORY REQUIREMENTS:

It is mandatory that all subscribers of the DMF intending to use its data on a continuing basis must, after receiving an updated complete **DMF FULL FILE**, keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES (NEW DEATHS/CHANGES/DELETIONS)**, beginning with the same month as the Full File. If you are not meeting SSA's requirements because you are not receiving the **MONTHLY OR WEEKLY UPDATES ON A CONTINUING BASIS** immediately after receiving the **FULL FILE**, then you are **NOT** keeping your DMF up-to-date with SSA's records. Thus, you are working with a DMF with an increased number of unnecessary inaccuracies and possibly adversely affecting an increased number of individuals. **NO ONE IS TO SELL THE DMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEIR DMF UP-TO-DATE.**

YOU, AS A DMF SUBSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.

If you, as a subscriber to SSA's DMF are making available/selling SSA's DMF information to others, you **MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE.**

NOTE: DO NOT TELL ANYONE TO CONTACT NTIS OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.



Limited Access Death Master File Subscriber Certification Form

1. The undersigned hereby certifies that access to the NTIS Limited Access DMF (as defined in 15 CFR §1110.2) is appropriate because the undersigned (a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, and (b) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (c) agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to the undersigned.
2. In making the certification in paragraph (1) above, the undersigned states the following specific basis (must check each basis relied upon and must specify):

☐ **Fraud Prevention Interest:**

☐ **Business Purpose:**

☐ *Law:*

☐ *Governmental Rule:*

☐ *Regulation:*

☐ *Fiduciary Duty:*

3. The undersigned further certifies that with respect to DMF of any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, the undersigned shall not: (i) disclose any information contained on the DMF with respect to any deceased individual to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); (ii) disclose any information contained on the DMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained on the DMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); or (iv) use any information contained on the DMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Limited Access Death Master File Subscriber Certification Form *Continued*

4. In making the certification in paragraph (3), the undersigned states the following (must check basis relied upon and specify in the space provided):

- ☐ **A** The undersigned shall not disclose any information contained on the DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to any other person; or
- ☐ **B** The undersigned will disclose information contained on the DMF with respect to an individual during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to another person(s) in the following manner only (must also check and complete *i.* & *ii.* below)

- ☐ **i.** The undersigned shall ensure compliance by such other person(s) with the requirements of each of (i), (ii) and (iii) of the paragraph above as follows:

- ☐ **ii.** The undersigned shall ensure that such other person(s) is made aware that the penalty provisions of 15 CFR § 1110.200 apply to such person(s) as follows:

5. The undersigned acknowledges that failure to comply with the provisions of paragraph (3) may subject the undersigned to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
6. The undersigned hereby consents to the performance by NTIS of periodic and unscheduled audits of the undersigned to determine the compliance by the undersigned with the certifications made herein.
7. If the undersigned makes this certification on behalf of a partnership, corporation, association, or public or private organization, then the undersigned hereby represents and warrants that the undersigned is authorized to make this certification on behalf of, and to bind, such partnership, corporation, association, or public or private organization.
8. The undersigned hereby declares that all certifications and statements made herein of the undersigned's own knowledge are true and that all certifications and statements made on information and belief are believed to be true; and further that these certifications and statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001. The undersigned hereby acknowledges that any willful false certification or statement made herein is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

Limited Access Death Master File Subscriber Certification Form *Continued*

Authorized Name: _____

Authorized Signature: _____

Name of Partnership, corporation, association, or public or private organization: _____

Address: _____

Phone Number: _____ Date: _____

Death Master File Subscription Number: _____ Email: _____

NTIS Invoice/Order Confirmation Number for Processing Fee: _____

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provisions of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection is estimated to be 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the National Technical Information Service, Attn: John Hounsell, National Technical Information Service, 5301 Shawnee Rd, Alexandria, VA 22313; jhounsell@ntis.gov, (703-605-6184).

OMB Control No. 0692-0013
Expiration Date: 09/30/2014

LexisNexis Risk Solutions

SCHEDULE A **Accurint for Government** **(Transactional)**

Customer Name:	<u>City of Milwaukee - Employees Retirement System</u>
Billgroup #:	<u>ACC-1292371</u>
LN Account Manager:	<u>Erin Grim</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$50.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 1, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party pursuant to the terms of Section 6 of the Agreement.

AGREED TO AND ACCEPTED BY: City of Milwaukee - Employees Retirement System

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government
(Updated September 5, 2019)
(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced \$0.35 or less are not discountable, in addition to any feature indicated as not discountable)

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00

Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet (not discountable)	\$0.25
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Internet Domains	\$0.25
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$0.10
-Research And Identify Custodial Location	\$0.00
- Long distance charges, phone charges, initial and follow up calls	\$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
-Deliver Notice To All/3rd Party Notices	\$0.00
-Serve Subpoena To Custodian Of Record	\$0.00
-Pick-Up Scheduling And Two (2) Field Trips	\$0.00
-Mileage	\$0.00
-Return Record Review For Completeness And Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00
-Hard Copy Per Page, Authorization (not discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00

-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
-X-Ray Duplication (not discountable)	\$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
-Phone Charges	\$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
-Record Receipt And Review (QA)	\$0.00
-Electronic Posting Of Record, Per Page	\$0.00
-Hospital Charting (charged per page) (not discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$5.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50

Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50

-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00

-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03

Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

City of Milwaukee Employees' Retirement System (ERS)

***Information Sensitivity Policy
Information Systems Security Program***

Policy #: ITSEC005

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1. Overview

This policy defines the requirements for classifying and securing the ERS' information in a manner appropriate to its sensitivity level.

The Information Sensitivity Policy is intended to help employees determine what information can be disclosed to non-employees, as well as the relative sensitivity of information that should not be disclosed outside of ERS without proper authorization.

2. Scope

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via any means. This includes: electronic information, information on paper, and information shared orally or visually.

All employees and contractors should familiarize themselves with the information labeling and handling guidelines that follow this introduction. It should be noted that the sensitivity guidelines were created to emphasize common sense steps that you can take to protect ERS' Confidential information (e.g., ERS' Confidential information should not be left unattended in conference rooms).

The guidelines outlined in this policy are just a few recommendations and not to be considered a comprehensive inventory of data that is considered sensitive. When in doubt whether a piece of information is sensitive, do not disclose it unless authorized by your supervisor or the Chief Information Security Officer (CISO).

3. Policy

All ERS information is categorized into two main classifications:

- ERS Public
- ERS Confidential

3.1 ERS Public Information

ERS Public information is information that has been declared public knowledge by someone with the authority to do so, and can freely be given to anyone. Examples of this may include member handbooks, annual financial reports approved by the board for public dissemination, etc.

3.2 ERS Confidential Information

ERS Confidential contains all other information owned by or entrusted to ERS. It is a continuum, in that it is understood that some information is more sensitive than other information, and should be protected as securely as possible, such as member and retiree data. **No confidential member information is to be released to anyone but the member unless the member has signed a release form, or pursuant to an open records request approved by the Executive Director. Do not provide confidential information via telephone calls from members.**

A subset of ERS Confidential information is "ERS Third Party Confidential" information. This is confidential information belonging or pertaining to another corporation which has been entrusted to ERS by that company under non-disclosure agreements.

3.3 Sensitivity Guidelines

The Sensitivity Guidelines provide details on how to protect information at varying sensitivity levels. Use these guidelines as a reference only, as ERS Confidential information may necessitate more or less stringent measures of protection depending upon the circumstances and the nature of the ERS Confidential information in question. When in doubt contact the Deputy Director or Executive Director.

- **Encryption:** Information transmitted between the ERS and any third-party electronically that contains sensitive or confidential information will be encrypted. This may include the use of password protection, PGP encryption, or similar utilities.
- **Access:** Only those individuals (ERS employees and non-employees such as subcontractors, interns, actuaries, and auditors) designated with approved access are allowed to gain access to sensitive information. ERS will implement role-based security that will control and assure that the access given to a staff member is limited to the minimum needed to perform their job/role.
- **Electronic Distribution:** There are no restrictions to approved recipients within ERS, but it is highly recommended that highly sensitive information (or documents containing such information) such as social security numbers, bank account numbers and medical records should not be exchanged via email, or other unsecure transmission methods. Any distributions that are needed to conduct ERS business should be via an approved encryption process and only with individuals/agencies/others with appropriate confidentiality agreements in place. Generally we transmit data using one of the following methods: SFTP, secure eMail, HTTPS enabled sites, secured USB drives.
- **Storage:** Hard copies of sensitive information must be stored in a secure/locked space. Electronic data including sensitive information should never be stored on an individual's workstation. All workstations and other devices which may provide access to applications containing sensitive data need to be locked at all times when you are away from your desk and/or not actively using the resources.
- **Disposal/Destruction:** Hardcopies containing sensitive information should be shredded at ERS to ensure appropriate disposal. Electronic data should be expunged/cleared (deleted even from the windows recycle bin).

All requests for confidential records to the employee from third parties shall be referred to ERS' Chief Information Security Officer (CISO). The employee shall not make any confidential records available to third parties without the approval and written consent of the CISO.

ERS personnel and anyone handling confidential information are encouraged to use common sense judgment in securing ERS Confidential information to the proper extent. Any questions about the proper classification of a specific piece of information should be addressed to your manager. Any questions about these guidelines should be addressed to the CISO.

Any Open Records requests or requests for any information from the media should be referred to the Executive Director or Deputy Director. They never should be answered by staff without approval.

4. Enforcement

Penalty for deliberate or inadvertent disclosure: Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment, civil and/or criminal prosecution to the full extent of the law.

5. Revision History

Version	Date	Brief Description	Changed By:
1.0	04/09/2009	Initial Creation	Prashanth Nekkalapudi
1.1	04/16/2009	Incorporated comments from Tara Wisdorf	Prashanth Nekkalapudi
1.2	04/16/2009	Incorporated comments from Michael Sonstein	Prashanth Nekkalapudi
1.3	04/21/2009	Incorporated comments from Martin Matson	Prashanth Nekkalapudi
1.4	12/21/2009	Incorporated comments from Martin Matson	Sandy Kosek
1.5	01/05/2010	Reviewed by Martin Matson	Martin Matson
1.6	6/11/2013	Updated	IT Team
1.6	1/19/2016	Reviewed	PMO / QA
2.0	8/29/2017	Reviewed	IT Team
3.0	7/31/2018	Reviewed and updated	IT Team
3.0	6/11/2019	Reviewed	IT Team