

Office of General Services  
NY State Procurement  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-20770](#)

**DATE:** March 13, 2014

**GROUP:** 79122 – Electronic Online Database Access

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

James Patrick  
Contract Management Specialist  
(518) 408-1026  
[James.patrick@ogs.ny.gov](mailto:James.patrick@ogs.ny.gov)

**CONTRACT PERIOD:** December 22, 2008  
Through  
December 21, 2018

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/** LexisNexis  
**CONTRACT NO(S):** PS64284

**SUBJECT:** LexisNexis addition of Batch Services

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

LexisNexis has added the following Batch Services to the above named contract

**Batch Feature (Non-FCRA)**

Phones & Addresses  
Identity  
Related Individuals  
Demographics  
Assets  
Business  
Derogatory and Deceased  
Debtor 360 – Collections Scoring & Analytics

**Batch Feature FCRA**

Derogatory and Deceased – BANKO

**XML Services**

**Social Media Monitor**

**eCrash**

**All other Terms and Conditions remain the same.**

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## **PURCHASING MEMORANDUM**

### **CONTRACT AWARD NOTIFICATION UPDATE**

**AWARD NUMBER:** [NEG-20770](#)

**DATE:** February 20, 2014

**GROUP:** 79122 – Electronic Online Database Access

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

James Patrick  
Contract Management Specialist  
(518) 408-1026  
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**CONTRACT PERIOD:** **December 22, 2008**  
Through  
**December 21, 2018**

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/** LexisNexis  
**CONTRACT NO(S):** PS64284

**SUBJECT:** LexisNexis five year Renewal of Contract PS64284

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The LexisNexis contract PS64284 has been renewed until December 21, 2018.

**All Terms and Conditions of the original contract as amended herein remain in effect.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-20770](#)

**DATE:** October 11, 2012

**GROUP:** 79122 – Electronic Online Database Access

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Nicholas C. Jacobia  
Purchasing Officer I  
(518) 473-4651  
[Nicholas.jacobia@ogs.ny.gov](mailto:Nicholas.jacobia@ogs.ny.gov)

**CONTRACT PERIOD:** December 22, 2008  
through  
December 21, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/**  
**CONTRACT NO(S):** LexisNexis  
PS64284

**SUBJECT:** LexisNexis – Addition of Products – Instant Authenticate & Instant Verify

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The following two products have been added to the subject contract: Instant Authenticate & Instant Verify.

**Instant Authenticate** is a real time interactive authentication quiz that increases the assurance that an individual is who he or she claims to be. The identity authentication solution reaches across a huge number of proprietary and non-proprietary public records to secure a more fraud-proof authentication of identity.

**Instant Verify** performs multiple core system data checks against public records and proprietary databases to ensure that information about an individual is valid.

The products can be stand alone or be integrated into existing products.

Pricing for these products:

Instant Verify (per verification)	\$0.35
Instant Authenticate (per Authentication Quiz)	\$0.89

A separate sign up form (attached) must be completed to make use of these products.

**All Terms and Conditions of the original contract as amended herein remain in effect.**

## LN Non-FCRA Additional Account Form Government Agencies and Law Enforcement

The services agreement between Customer (defined below) and the applicable LexisNexis affiliate (“LN”) for the Non-FCRA services (the “LN Services”) (such services agreement, the “Agreement”) is hereby amended by this LN Non-FCRA Additional Account Form (the “LN Additional Account Form”). Customer agrees and acknowledges that this LN Additional Account Form is subject to the applicable terms and conditions of the Agreement. The information submitted on this LN Additional Account Form will be used to determine the Customer’s eligibility for accessing the LN Services. LN reserves the right to reject this LN Additional Account Form without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

- New Account/Same Location (Required documents not needed; complete all Parts)\*
- New Account/New Location (Provide required documents listed below; complete all Parts)
- New Account/Same Location/New Bill Group (Required documents not needed; complete Parts 1-6 and 9)\*
- Updating Permissible Use (Required documents not needed; complete Parts 1, 4, and 9, and if applicable 7 and 8)\*

\*Part 1 must be the same as the existing account

### PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

#### SECTION A: AGENCY INFORMATION (“Customer”) (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) \_\_\_\_\_ Master Acct # \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Main Agency Phone Number\* \_\_\_\_\_ Fax \_\_\_\_\_ Web Address \_\_\_\_\_

\* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than 6 months, provide most recent prior address below:

Physical Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
IP Address \_\_\_\_\_  
IP Address Range From \_\_\_\_\_ To \_\_\_\_\_

### PART 2 - CUSTOMER ADMINISTRATOR

#### SECTION A: CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT INFORMATION

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_ Email Address \_\_\_\_\_  
Admin IP Address \_\_\_\_\_

\*Required only for local and municipal agencies – For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identification information.

1. First five (5) digits of your Social Security Number \_\_\_\_\_
2. Full date of birth \_\_\_\_\_
3. Home address \_\_\_\_\_

#### ADDITIONAL CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT (Optional)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_ Email Address \_\_\_\_\_  
Admin IP Address \_\_\_\_\_

\*Required only for local and municipal agencies – For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identification information.

1. First five (5) digits of your Social Security Number \_\_\_\_\_
2. Full date of birth \_\_\_\_\_
3. Home address \_\_\_\_\_

**PART 3 – CREDENTIALING**

**SECTION A: CUSTOMER SECURITY CERTIFICATION**

Customer certifies that the 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 or its data, including but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, “GLBA”), the Driver’s Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the “DPPA”), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) (“FDCPA”) 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 this Agreement.

**SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies**

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Account Number (if applicable) \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Account Number (if applicable) \_\_\_\_\_

**PART 4 – AGENCY INFORMATION**

**SECTION A: AGENCY INFORMATION**

Federal Government     Federal Law Enforcement     State Government     State Law Enforcement  
 Local/Municipal Govt     Local/Municipal Law Enforcement  
 Other (Specify) \_\_\_\_\_

**SECTION B: PURPOSE OF USE**

Describe \_\_\_\_\_

**SECTION C: ACCESS (select all that apply)**

Server (system to system)     Internet/PC     Fax     Phone  
 Other \_\_\_\_\_

**PART 5 – SITE VISIT**

**SECTION A: SITE VISIT INFORMATION**

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 2.

Site Visit Contact \_\_\_\_\_ Contact Phone \_\_\_\_\_  
Contact Email \_\_\_\_\_

**PART 6 – BILLING INFORMATION**

**SECTION A: CREDIT CARD INFORMATION** (If you choose to be billed on a credit card, fill out this portion and proceed to Part 6, Section C. If you choose to be billed directly, skip Part 6, Section A and proceed to Part 6, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement. Please provide authorization signature on final page.

Cardholder Name \_\_\_\_\_  
Credit Card Statement Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Card Type:     Master Card     Visa     American Express  
Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. *If credit card billing is elected, the below signatory must be the credit card holder.*

Credit Card Billing Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

(mm/dd/yy)

**SECTION B: DIRECT BILLING INFORMATION**

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

**BILLING CONTACT**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Email Address \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**SECTION C: ADDITIONAL BILLING INFORMATION**

Require a P.O. Number on Invoice?  No  Yes If Yes, provide P.O. Number \_\_\_\_\_  
Sales Tax Exempt  No  Yes If Yes, provide proof of exemption.

**PART 7 – GLBA & DPPA PERMISSIBLE USE CERTIFICATION**

**Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following:  
Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here:  Proceed to Part 8.

**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:

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

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<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 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 type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input 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.

**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:

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

<input type="checkbox"/>	No permissible use.
<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 type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input 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 in this Part 7 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**PART 8 – QUALIFIED ACCESS**

**SECTION A: QUALIFIED ACCESS – TO BE FILLED OUT ONLY IF CUSTOMER CURRENTLY RECEIVES QA DATA**

Certain users (“Authorized Users”) obtain full social security numbers (nine (9) digits) and driver’s license numbers (collectively, “QA Data”), when appropriate, through some LN Services. **Only those Customers who currently have access to QA Data may fill out this section – completion of this Section will not provide QA Data to Customers currently not receiving QA Data.**

What departments will be using QA Data? \_\_\_\_\_

**SOCIAL SECURITY NUMBERS**

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

<input type="checkbox"/>	Not an authorized user.
<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 USER (At least one (1) must be checked to receive Social Security Numbers)**

<input type="checkbox"/>	Not an authorized user.
<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 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**

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

<input type="checkbox"/>	Not an authorized user.
<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 USER (At least one (1) must be checked to receive Driver's License Numbers)**

<input type="checkbox"/>	Not an authorized user.
<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).

**PART 9 – SIGNATURE**

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I am authorized to execute this LN Additional Account Form on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yy)

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## **PURCHASING MEMORANDUM**

### **CONTRACT AWARD NOTIFICATION UPDATE**

**AWARD NUMBER:** [NEG-20770](#)

**DATE:** April 3, 2012

**GROUP:** 79122 – Electronic Online Database Access

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Nicholas C. Jacobia  
Purchasing Officer I  
(518) 473-4651  
[Nicholas.jacobia@ogs.ny.gov](mailto:Nicholas.jacobia@ogs.ny.gov)

**CONTRACT PERIOD:** **December 22, 2008**  
through  
**December 21, 2013**

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/**  
**CONTRACT NO(S):** **LexisNexis**  
**PS64284**

**SUBJECT:** **LexisNexis – Revised Appendix F - Order Form**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The Order Form (Subscription Plan Order for State/Local Government) contained in Appendix F of the subject contract with LexisNexis has been modified to better meet the needs of both the contractor and Authorized Users by incorporating certification of permissible use by Authorized Users for the viewing and use of certain private information as governed by law.

The revised order form, copy attached) is the only order form that should be used going forward.

**All Terms and Conditions of the original contract as amended herein remain in effect.**



**SUBSCRIPTION PLAN ORDER  
FOR STATE/LOCAL GOVERNMENT**

**“Agency”:**

**“LN”:** LexisNexis, a division of Reed Elsevier Inc.

In this subscription order (the “Order”) the Authorized User or Agency (the “Agency”) and LN agree to the following terms and conditions of the Contract (the “Contract”) previously executed between LN and the New York State Office of General Services solely for the purpose of obtaining Products (as defined in the Contract) and pricing..

**1. TERM**

The term of this Order will begin (a) on the date Agency's billing account (a "Billgroup") is activated ("Activation") if Agency is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Order and delivery of it to LN if Agency is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED LN ID USERS**

This Order relates only to the Agency’s Billgroups and locations (the “Participating Billgroups”) set forth below and the Authorized LN ID Users under the Participating Billgroups. “Authorized LN ID User” means an individual to whom Agency assigns an LN identification number under a Participating Billgroup (“LN ID”). Only Agency’s employees, temporary employees, and contractors are eligible to be Authorized Users. Agency agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Agency will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User’s LN ID if the Authorized User no longer works for Agency or Agency otherwise wishes to terminate the Authorized User’s access to the Online Services. Agency is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Agency’s employees.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

**3. CERTIFICATION**

Agency certifies that on the date this Order is signed by Agency there are \_\_\_\_ judges and attorneys, and \_\_\_\_ government professionals for a total of \_\_\_\_ users (the “Reference Number”) in Agency’s organization. Throughout the Term, Agency will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Agency will recertify to the Reference Number.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") marked as Appendix E will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Agency's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the “Preferred Pricing Materials”), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Agency is an existing LN customer and this is a revision to Agency's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing faxing, emailing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)		
(b)		
(c)		
(d)		
(e)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____
Beginning	_____ to _____	\$	_____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule marked as Appendix E of the Contract for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

## 6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Agency so elects by initialing below, or by notifying LN at a later date, Agency will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule marked as Appendix E of the Contract in addition to the Monthly Commitment.

\_\_\_\_\_ **Agency elects access to the Alternate Pricing Materials**  
(Initial)

## 7. CLOSED OFFER

The offer of LN contained herein is valid until \_\_\_\_\_. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## 8. CONFIDENTIAL INFORMATION

Subject to any New York state open records or freedom of information statutes, this Order contains confidential pricing information of LN. Agency understands that disclosure of the pricing information that is lower than the prices set forth in Appendix E of the Contract could cause competitive harm to LN, and will receive and maintain this Order in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Contract.

## 9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 This Order may be terminated by Agency after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Order may also be terminated by Agency on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS ORDER, CONTINUED USE OF THE ONLINE SERVICES BY AGENCY IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE MARKED AS APPENDIX E OF THE CONTRACT.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule

**AGENCY INFORMATION**

**AGENCY ADMINISTRATOR OR MAIN CONTACT INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
\*Computer IP Address \_\_\_\_\_

**ADDITIONAL AGENCY ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
\*Computer IP Address \_\_\_\_\_

**PERMISSIBLE USE CERTIFICATION**

**GLBA PERMISSIBLE PURPOSE**

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the **Gramm-Leach-Bliley Act** (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "**GLBA**"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information. 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 indicated by Customer electronically while using the LN Services:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to GLBA data.)

	1.	No permissible use.
	2.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
	2. (B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only)
	3.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
	4.	In required institutional risk control programs.
	5.	In resolving customer disputes or inquiries.
	6.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
	7.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
	8.	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
	9.	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.
	10.	With the written consent or at the direction of the consumer (Consumer Report LN Services only).

**DPPA PERMISSIBLE USES**

Some LN Services use and/or display personal information, the use of which is governed by the Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, “DPPA”). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will use such information obtained from LN Services only for the purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to DPPA data.)

	1.	No permissible use.
	2.	In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.
	3.	To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud.
	4.	Use by a government agency but only in carrying out its functions.
	5.	Use by any person acting on behalf of a government agency but only in carrying out the agency’s functions.
	6.	Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
	7.	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	8.	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. (Accurant only)
	9.	With the written consent of the individual to whom the information pertains (Consumer Report LN Services only).

With regard to the information that is subject to the DPPA, some state law 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 in Sections A and B of this Part 6 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**QUALIFIED ACCESS**

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

**SECTION A: SOCIAL SECURITY NUMBERS**

**1. AUTHORIZED USER (At least one must have HANDWRITTEN INITIALS to receive SSNs.)**

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

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**2. AUTHORIZED USE (At least one must have HANDWRITTEN INITIALS to receive SSNs.)**

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

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By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

**SECTION B: DRIVERS LICENSE NUMBERS**

**1. AUTHORIZED USER (At least one must have HANDWRITTEN INITIALS to receive DLs.)**

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

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2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS** to receive DLs.)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

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By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
SUBSCRIBER

**LexisNexis a division of Reed Elsevier, Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS ORDER DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. AGENCY MAY ACCEPT THIS ORDER BY SIGNING ABOVE. LN MAY ACCEPT THIS ORDER BY PERFORMING ACCORDING TO THIS ORDER OR BY SIGNING ABOVE

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-20770](#)

**DATE:** April 16, 2009

**GROUP:** 79122 – Electronic Online Database Access

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Nicholas C. Jacobia  
Purchasing Officer I  
(518) 473-4651  
[Nicholas.jacobia@ogs.state.ny.us](mailto:Nicholas.jacobia@ogs.state.ny.us)

**CONTRACT PERIOD:** December 22, 2008  
through  
December 21, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/  
CONTRACT NO(S):** LexisNexis  
PS64284

**SUBJECT:** LexisNexis – Addition of External Hard Drive Legal Library

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The LexisNexis External Hard Drive (EHD) Legal Library has been added to contract PS64284.

The LexisNexis External Hard Drive (EHD) Legal Library is an alternative method of accessing database content offered by LexisNexis. The EHD Legal Library being offered adds both a new accessing methodology and additional content which is not currently listed on the contract.

The new method for accessing LexisNexis databases is having the databases stored on an external hard drive which is connected to the authorized user's computer terminal or server via USB connection.

The External Hard Drive (EHD) is not a product in and of itself under this contract. It is a means of delivering large quantities of data to the authorized user and functions in the same way as CDs or DVDs, however the EHD has a much greater storage capacity and provides much faster access than either CDs or DVDs.

The EHD Legal Library is ideally suited for entities, such as the NYS Department of Correctional Services (NYSDOCS) that need extensive, secure access to legal information and do not wish to use the Internet.

The EHD Legal Library is offered in two options. Option A contains 29 databases with content roughly comparable to Menu 3 of the current electronic offering and Option B containing a total of 55 databases including all that are included in Option A.

Databases that are included in each option and associated pricing appear on the attached pages.

**All other Terms & Conditions remain the same.**

**E-Books and/or Databases Included in the EHD Legal Library for New York State**

<b><i>Proposed New York Content for EHD Legal Library</i></b>	<b><i>Option A</i></b>	<b><i>Option B</i></b>
New York Consolidated Law Annotated	x	x
New York Consolidated Laws Forms	x	x
New York Court Rules, Annotated	x	x
New York Code, Rules and Regulations	x	x
New York Cases	x	x
New York Evidence Courtroom Manual	x	x
New York Criminal Practice	x	x
New York Suppression Manual	x	x
Shepard's - New York	x	x
Shepard's - Federal	x	x
Federal Cases (All Circuits)	x	x
U.S. Code Service	x	x
U.S. Constitution	x	x
U.S. Supreme Court Cases	x	x
Constitutional Rights of Prisoners	x	x
Civil Rights Actions	x	x
Ballentine's Law Dictionary	x	x
Bender's Forms for the Civil Practice	x	x
Bender's Federal Practice Forms	x	x
Bender's Forms for the Consolidated Laws of New York	x	x
Bender's Forms of Pleading	x	x
Bender's Forms of Discovery Interrogatories	x	x
Weinstein, Korn & Miller CPLR Manual	x	x
Police Civil Liability	x	x
Defense of Drunk Driving Cases: Criminal, Civil	x	x
Defense of Narcotics Cases	x	x
The Prosecution and Defense of Sex Crimes	x	x
Gilbert Criminal Law and Procedure	x	x
Prince, Richardson on Evidence	x	x
Second Circuit Criminal Handbook		x
Federal Habeas Corpus Practice and Procedure		x
Search and Seizure		x
New York Search and Seizure		x
New York Confessions		x
New York Appellate Practice		x
New York Juvenile Delinquency Practice		x
New York Advance Legislative Service		x
LN AnswerGuide: New York Criminal Procedure		x
LN AnswerGuide: New York Civil Litigation		x
LN AnswerGuide: New York Matrimonial Actions		x
Legal Research Guide: Patterns and Practice		x
Criminal Procedure: Arrest and Investigation		x
Criminal Procedure: Constitutional Constraints Upon Investigation and Proof		x
Criminal Procedure: Post-Investigative Process		x
Criminal Procedure: Trial and Sentencing		x

**E-Books and/or Databases Included in the EHD Legal Library for New York State cont'd**

<i><b>Proposed New York Content for EHD Legal Library</b></i>	<i><b>Option A</b></i>	<i><b>Option B</b></i>
Criminal Law Advocacy		X
Immigration Law and Procedure		X
Scientific Evidence		X
Police Misconduct		X
Manual for Complex Litigation		X
Manual for Notaries Public		X
Attorney's Dictionary of Medicine		X
Employment Screening		X
Moore's Federal Practice - Criminal		X
Moore's pamphlets		X

**EHD Legal Library Monthly Per Terminal Pricing**

<b>Terminals</b>	<b>1 to 5</b>	<b>6 to 10</b>	<b>11 to 15</b>	<b>16 to 20</b>	<b>21 to 30</b>	<b>31 to 50</b>	<b>51 to 100</b>	<b>101 to 200</b>	<b>201 to 300</b>	<b>301 to 400</b>	<b>401 to 500</b>	<b>501 to 600</b>	<b>601 to 700</b>	<b>701 to 1,000</b>
<b>Option A</b>	\$575	\$550	\$475	\$465	\$450	\$435	\$425	\$325	\$250	\$200	\$165	\$150	\$130	\$107
<b>Option B</b>	\$767	\$733	\$633	\$620	\$600	\$580	\$567	\$433	\$333	\$267	\$220	\$200	\$173	\$143