



Data Breach Response Statement of Work

Lewis Brisbois Client: Johnson County, Texas

September 12, 2022

Prepared by:

Ian Kelly

SVP, Data Breach Solutions

Todd Hindman

VP, Strategic Alliances



September 12, 2022

Dear Rachel,

IDX is pleased to present a proposal for Data Breach Response Services, which has been requested by Lewis Brisbois on behalf of its client.

Since the founding of our company, IDX's focus has centered on treating the breach victim in a personal and caring way, leading to positive outcomes for our clients and the individuals whose information was compromised.

All elements of this proposal are valid for 30 days. We appreciate the opportunity to submit this proposal and look forward to helping you achieve full recovery.

Sincerely
Yours,

Todd Hindman & Ian Kelly
IDX



CNO FINANCIAL GROUP



JOHN DEERE



KAISER
PERMANENTE.

Medtronic





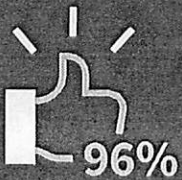
Executive Summary

The surge in data breaches is exposing millions of individuals and their sensitive and private information. As a result, countless individuals have fallen victim to identity theft—a crime that can put their financial, reputational, and even physical health at risk.

No organization is immune from data breaches—they have become an accepted “cost” of doing business in our hyper-connected and digital world. In the event of a breach, that means addressing the risks of identity theft to the impacted population with prompt, caring, and relevant service is critical.

Companies and organizations rely on IDX to manage their data breach response. Our services can be customized to fit your specific situation—be it a small incident or a large-scale breach—and we can work with your internal team to respond and manage the incident. With our comprehensive range of services, we’re well equipped to handle all of your response needs. Most importantly, we hold ourselves to the very highest of ethical standards and are proud of our sterling reputation within the industry.

Our breach services include a customizable mix of project management, notification and communication services (including call center & website hosting). This Statement of Work provides an in-depth look at these services as well as, our comprehensive identity protection services.



96% would recommend IDX and select us again in the future



Largest data breach provider to the federal government



Managed more than 700 breach incidents in 2020



Why IDX and You

We believe that in a breach response, you should be the “good guy.” That’s why our approach minimizes the negative effects of a breach by ensuring that your customers, members, or employees are truly supported.

Trusted as an approved vendor by nearly all major cyber insurance carriers.

More than 17 years serving government agencies, healthcare organizations, enterprises, and non-profits.

IDX Data Breach Services

Our services are customized for each breach incident. Our services can include:

PROJECT MANAGEMENT AND SETUP

IDX will provide a dedicated project manager throughout the entire engagement

- Detailed project plan that defines actions, responsibilities, and timeline.
- Status calls on a daily-to-weekly basis to manage program objectives, both pre- and post-launch.
- National Change of Address (NCOA) address validation prior to mailing.
- Return mail tracking and management of resend process (optional service with additional charge).
- Advanced address search (name + SSN) available for an additional fee.
- Additional programming, letter versions, and/or specific requirements outside of standard set-up will incur additional fees.

CONSUMER NOTIFICATIONS

We will work with your response team to draft, print, and successfully mail the notification letters to the affected individuals. We also maintain digital records of every verbal and written interaction with the breached population for up to 7 years, when needed. Our print house can mail over 1,000,000 letters per day. Our specific services can include:

- Advise and provide template for customized letter that meet the needs of your organization and the affected population.
- Letter includes IDX’ easy-to-follow steps for enrolling in our IDX identity protection services via the call center and managed website.
- Printing, processing, and handling of USPS First Class notification letters to population.
- #10 - 8 1/2" X 11" double-sided print, grayscale, standard 4 pages (2 sheets).
- #10 envelope large window.
- Acceptance of secured data feed with name, address, unique ID, and letter version in specified format to authenticate affected population and integrate with IDX’s customer relationship management (CRM) system.
- Address validation and standardization using USPS CASS.
- Ad-hoc reports, including certificate of mailing, undeliverable letters, and updated addresses from NCOA.
- Variable data fields can be added in the body of notification letter.



BREACH COMMUNICATIONS

During the notification process, we will also open a call center and host a client-specific website for individuals that contains information about the breach and offers online enrollment in identity protection services (if offered). A wide variety of custom call scripts empowers our trained and dedicated agents to address the concerns of the impacted population while maintaining strict compliance with state and federal regulations. In addition, we'll work with your team to recreate the same voice and proactive message across all communications: notification letter, website, and the call center. This proven approach is highly effective in providing peace of mind and minimizing the long-term risks of a data breach, such as harm to your reputation. Specific services can include:



INFORMATIONAL AND ENROLLMENT WEBSITE

- Website developed and hosted by IDX.
- Online enrollment in IDX identity protection services (if offered).
- Access to IDX member website for exclusive member services and reporting of suspected identity theft.
- Frequently asked questions (FAQs) about the breach and identity protection services.
- IDX will maintain website services for the term of the engagement.

CALL CENTER – INTERACTIVE VOICE RESPONSE

- Customized interactive voice response (IVR) system.
- IVR answers all calls with approved scripted message.
- During regular business hours, calls are directed to a live, dedicated agent.
- After-hours message requests caller to call back during normal business hours.
- IDX will maintain all systems for the term of the engagement.

CALL CENTER – AGENT STAFFING

- Advise and provide template for customized FAQs that meet the needs of the organization and affected population. No limit on the number of FAQs.
- Agents will be trained on details of the incident, including FAQs, escalation process, and service levels.
- English- and Spanish-speaking representatives are based in the United States.
- Standard Call Center hours are from 9:00am-9:00pm EST, Monday-Friday (excluding holidays and weekends).
- Agents will be staffed to ensure 90% of calls are answered in 3 minutes or less.
- Callers are authenticated through our fully integrated CRM system and are monitored for quality assurance.
- IDX will manage all calls that require escalation.
- Foreign-language services available at an additional cost for languages other than English or Spanish.
- Periodic call center reports on call volume, inbound and outbound calls, enrollments, and website activity are provided. Additional reports can be provided for an additional fee.
- IDX will maintain all systems for the term of the engagement.



Why IDX and You

“Your effective resolution of events combined with a patient and pleasant demeanor make hard times doable.”

— **Healthcare Client**

“Thank you very much for your fantastic service. I really appreciate how quickly you guys responded to all our questions and helped us address our issues. This has been great.”

— **Government Client**

“Thanks for your excellent customer service during this process – you have been very helpful.”

— **Major University**

“Your team did a great job supporting members through the process.”

— **Financial Institution Client**



Identity Protection Services

To reduce the potential risks to your population, IDX recommends that each individual be offered identity protection services. Our services can be specifically tailored to meet the needs of your organization and addresses the unique risks of the affected population. Services can include:



100% Identity Recovery

SINGLE OR TRIPLE BUREAU CREDIT MONITORING

Monitoring of a single (or all three) credit bureaus for changes to the member's credit file such as new credit inquires, new accounts opened, delinquent payments, improvements in the member's credit report, bankruptcies, court judgments and tax liens, new addresses, new employers, and other activities that affect the member's credit record.

IDX has a 100% success record in restoring victims to their pre-theft status.

CYBERSCAN™

Dark Web monitoring of underground websites, chat rooms, and malware, 24/7, to identify trading or selling of personal information like SSNs, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers.

The most agile and secure identity protection platform.

IDENTITY THEFT INSURANCE

Identity theft insurance will reimburse members for expenses associated with restoring their identity should they become a victim of identity theft. If a member's identity is compromised, the policy provides coverage for up to \$1,000,000, with no deductible, from an A.M. Best "A-rated" carrier. Coverage is subject to the terms, limits, and/or exclusions of the policy.

Fully customize identity protection services to meet the needs of your population.

FULLY MANAGED IDENTITY RESTORATION

IDX's fully-managed recovery service provides restoration for identity theft issues such as (but not limited to): account creation, criminal identity theft, medical identity theft, account takeover, rental application, tax fraud, benefits fraud, and utility creation. This service includes a complete triage process for affected individuals who report suspicious activity, a personally assigned IDCare Specialist to fully manage the restoration of each case, and expert guidance for those with questions about identity theft and protective measures.



Statement of Work

This Statement of Work is an agreement for Data Breach Response Services between Identity Theft Guard Solutions, Inc. ("IDX") and the undersigned party ("CLIENT"), dated as of the date last signed below ("Effective Date").

BREACH SERVICES AND IDX PROTECTION PRICING- Approx. 108,090 INDIVIDUALS

Breach Communications - 3 months

IDX Identity Protection Services (One or Two-Year Memberships)

Project Management & Setup

- Data acceptance and processing
- Ongoing Reporting

- Single Bureau Credit Monitoring
- CyberScan Dark Web Monitoring
- \$1M Reimbursement Insurance
- Fully Managed Identity Recovery
- Lost Wallet Assistance
- Client only pays for individuals that enroll

Notification Letter - Up to 5 versions

- Print/Mail letters via USPS 1st Class Mail
- NCOA Address Validation prior to mailing

Breach Communications - 3 months

- Enrollment-only website
- Call center –Live Agents
- Fraud Support and Guidance

Fixed Communications Fee: \$92,945.99
(Approx. Population of 10,090)

Cost per Enrolled Individual: \$7.99/\$14.99
(1 year/2 years)



Payment Details and Terms

PAYMENT DETAILS AND TERMS

- The offer of identity protection services are paid for on an as-enrolled basis. Client will only be billed for those that take the offer.
- Proposal includes up to 5 notification letter versions. Additional versions can be added for \$395/version.
- Proposal includes one mailing instance. Additional mailings can be added for \$695/ mailing.
- **Advanced Address Search (Name + SSN) is available for \$0.20/successful hit, if requested.**
- Launch date is scheduled for five business days after IDX receives a signed SOW, final notification(s) and final completed data load spreadsheet.
- Fixed fees are assured unless significant changes occur to the size of the breach population, to the circumstances of the breach, or to the services specified in the SOW; charges associated with such changes will be billed as incurred.
- 50% of the Fixed Fees will be invoiced and due upon SOW approval; 50% will be due Net 30 of a subsequent invoice.
- As-used services will be billed monthly based upon actual utilization.



Payment Details and Terms


Thank you for your time!

Our team at IDX appreciates the opportunity to provide you with the proposed services. We look forward to building a strong relationship with your organization.

The additional terms and conditions posted at www.idx.us/psa are made a part of this SOW.

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Statement of Work as of the Effective Date.

CLIENT: **Johnson County, Texas**

Signature: 

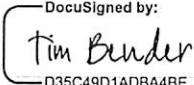
Name: Roger Harmon

Title: County Judge

Date: 10-11-22

IDENTITY THEFT GUARD SOLUTIONS, INC. D/B/A IDX

DocuSigned by:

Signature: 
D35C49D1ADBA4BE...

Name: Tim Bender

Title: CFO

Date: 10/3/2022



**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – IDENTITY THEFT GUARD SOLUTIONS, INC. d/b/a IDX**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter referred to as “COUNTY” and referred to as ‘CLIENT’ in certain documents put forth BY IDENTITY THEFT GUARD SOLUTIONS, INC. d/b/a IDX (“IDX”). The term “COMPANY” as used herein refers to IDENTITY THEFT GUARD SOLUTIONS, INC. d/b/a IDX. JOHNSON COUNTY, IDX, (or both, as may be applicable) may be collectively identified as the “Parties” or each individually a “Party”).

1.2

This Addendum is part of the Agreement with IDX and is intended to modify (as set forth in this Addendum) all documents, including the DATA BREACH RESPONSE STATEMENT OF WORK, the MASTER PRIVACY SERVICES AGREEMENT and any other document proffered to Johnson County by IDX or its agents and other documents defining the Agreement between Johnson County, Texas and IDX.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 48 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

8.1

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

8.2

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

8.3

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

8.4

COMPANY verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

9.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

9.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

9.3

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the

Agreement and any provision to the contrary is hereby deleted. THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.

APPROVED AS TO FORM AND CONTENT:

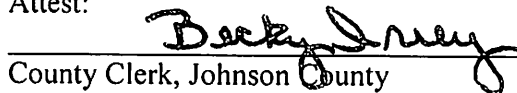
JOHNSON COUNTY:



Roger Harmon
As Johnson County Judge

10-11-22
Date

Attest:



County Clerk, Johnson County



10-11-22
Date

IDENTITY THEFT GUARD SOLUTIONS, INC.

d/b/a IDX:

DocuSigned by:


Authorized Representative of
IDENTITY THEFT GUARD SOLUTIONS, INC.
d/b/a IDX

9/30/2022
Date

Printed Name: Tim Bender

Title: CFO

DS
