



Embark Safety

Contract Term: January 1, 2022 to December 31, 2025
One additional four-year extension is allowed (to December 31, 2029)
WSTIP Contract #C2022-06

EMBARK SAFETY CONTRACT

THIS CONTRACT is made and entered into this **November 17, 2021** by and between the WASHINGTON STATE TRANSIT INSURANCE POOL, a joint self-insurance pool formed in the State of Washington under RCW 48.62, commonly known as "WSTIP" and **Embark Safety**, hereinafter referred to as the "Embark Safety" for the purposes of monitoring driver records, obtaining driver abstracts, and related services to WSTIP members starting on January 1, 2022.

Washington State Transit Insurance Pool
2629 12th Court SW
Olympia, WA 98502
(360) 786-1620

WSTIP Representative: Matthew Branson, Deputy Director
matthew@wstip.org

Embark Safety
P.O. Box 780699
Orlando, FL 32878
(407) 536-7233
Edwin Sosa, General Manager
edwinsosa@embarksafety.com

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

A. SCOPE OF WORK AND BUDGET

Embark Safety shall perform the work described in Exhibit A "Service Agreement" and utilizing the pricing in Attachment B of the Service Agreement "Standard Charges" for the WSTIP members who wish to utilize this service. Embark Safety shall report to the WSTIP Executive Director, or the Executive Director's designee (referred to herein as the WSTIP Representative). The WSTIP Representative shall have sole authority for determining when all work has been satisfactorily performed by Embark Safety. Embark Safety shall perform all work necessary to prepare and provide the deliverables in a satisfactory manner. This obligation of Embark Safety shall continue to exist even if sub-consultants are used to perform any portion of the work. Should this Contract conflict with Attachment A or Attachment B, the language of this Contract will be controlling.

B. EXTRA WORK

WSTIP may desire to have the Embark Safety perform work or render services in connection with, and in addition to, work which is the subject of this Contract but not specifically provided in this Contract. Such work will be considered as Extra Work and will be specified in a written amendment to Exhibit A, which will set forth the nature, terms, and scope thereof, and be signed by both Parties. Work to supplement that set forth in Exhibit A may proceed prior to execution of an amendment to Exhibit A if WSTIP's Representative provides the Embark Safety a written request to do so and a reasonable basis exists for WSTIP's request, such as efficiency, cost savings, or avoidance of liability in doing the extra work immediately. In the event, WSTIP and Embark Safety cannot agree on Extra Work terms, the Embark Safety must proceed with such work, reserving its rights to seek appropriate compensation following completion of the Extra Work.

C. INTERLOCAL COOPERATION ACT / PIGGYBACKING ALLOWED

This award shall be subject to RCW Chapter 39.34 Interlocal Cooperation Act where other Washington local government agencies (non-WSTIP members) may purchase on the WSTIP/Embark Safety contract in accordance with the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price. While this clause in no way commits any Washington governmental entity to purchase from Embark Safety, nor does it guarantee any additional orders will result, it does allow other Washington governmental entities to make use of WSTIP's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from Embark Safety. Embark Safety shall inform WSTIP of the utilization this contract by another local government entity. All purchases made by other Washington local governmental entities (non-WSTIP members) shall be understood to be transactions between that local governmental entity and Embark Safety and WSTIP shall not be responsible for any such purchase/use.

SECTION II**Payment for Services & Expense Reimbursement****A. PAYMENT**

WSTIP shall pay the Embark Safety for work completed and delivered in a satisfactory manner as required by this Contract for any WSTIP Member that chooses to utilize the Embark Safety program for the purpose of driver record monitoring or obtaining driver abstracts utilizing the fees outlined in Attachment B of the Service Agreement "Standard Charges." Embark Safety shall not be paid unless it has submitted to WSTIP a request for payment in the form of an invoice approximately once per month. Invoices may be submitted to: pay.me@wstip.org. WSTIP will review said invoice and pay amounts owing within 30 days of receipt of Embark Safety's invoice. WSTIP is not obligated to pay Embark Safety for any unauthorized extra work or for any work for which the charges are not reasonably believed excessive or inaccurate.

SECTION III**General Terms & Conditions****A. DURATION**

This Contract shall commence January 1, 2022, and shall continue to December 31, 2025, or until terminated by either party giving the other party at least thirty (60) days written notice of such termination. Notice shall be deemed to have been given when physically delivered to the recipient. In the event of cancellation by either party, WSTIP may specify in writing the services that are to be reasonably performed by Embark Safety until the date of termination. However, Embark Safety shall perform no further services which are not previously approved or specified after Notice of Cancellation by WSTIP. On or before termination of this Contract, Embark Safety agrees to deliver to WSTIP all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for WSTIP. In the event of termination, WSTIP shall pay Embark Safety for all approved contract costs incurred prior to termination. Embark Safety shall not be entitled to compensation for lost profits or expectations of profit, or any other amount under any theory of recovery not specified in this Contract due to Embark Safety's early termination

of this contract.

At WSTIP's discretion, this Contract may be extended for additional terms of one additional four-year term (or until December 31, 2029), provided this Contract was originally approved by the WSTIP Executive Committee.

B. RELATIONSHIP OF THE PARTIES

The parties intend that an independent Contractor relationship will be created by this Agreement. WSTIP is interested primarily in the results to be achieved; how best to achieve these results will be determined by Embark Safety after consulting with WSTIP. No agent, employee, servant, or representative of Embark Safety shall be deemed to be an employee, agent, servant or representative of WSTIP for any purpose, and the employees of Embark Safety are not entitled to any of the benefits that WSTIP provides to its employees. WSTIP shall not have any control over the manner, mode, or means by which Embark Safety, its agents, or employees, render the services required under this Contract, except as otherwise set forth. WSTIP shall have no authority in the selection, discharge, supervision or control of Embark Safety's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. ASSIGNMENT

Embark Safety shall not assign any interest in this Contract and shall not transfer any such interest to any third party, without WSTIP's prior written consent.

D. DISCLOSURE

Embark Safety agrees to keep confidential any information obtained by Embark Safety, or its employees, or any person under its control in the course of the services performed under this Contract, and to refrain from publishing or revealing any information acquired by Embark Safety in the course of these services, without the written consent of WSTIP.

Documents related to Embark Safety's work under this Contract may be subject to disclosure under the Washington Public Records Act, subpoena, or other legal authority. In the event of a third-party request for any such documents, Embark Safety will cooperate fully in the WSTIP's legal obligations. Further, Embark Safety will not destroy any documents related to Embark Safety's work without first obtaining written authority from the WSTIP Representative.

E. DISPUTES

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. If the Parties do not reach such resolution within a period of 60 days from the date the dispute first arose then, upon written notice by a Party to the other, all disputes, claims, questions, or differences shall be referred to *non-binding* mediation by a neutral and independent mediator, selected in accordance with the rules of the American Arbitration Association (AAA) for selection of a mediator. The Parties will share equally in the cost of mediation services and bear their own costs of legal counsel. Mediation shall be a pre-requisite to the filing of any litigation arising out of this Contract.

This Contract shall be construed and enforced in accordance with the laws of the State of Washington, and the Parties agree that in any litigation, jurisdiction and venue shall be in the Superior Court in and for the County of Thurston, and this Contract will be interpreted in accordance with the laws of the State of Washington. The prevailing Party in any legal action shall be entitled to recovery of their attorney fees and costs.

F. NONWAIVER

The failure of WSTIP to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

WSTIP shall have the right to inspect and copy Embark Safety's records pertaining to this Contract upon written request without charge to WSTIP. Copies charges will be the responsibility of WSTIP. Failure to promptly provide said records shall constitute a default of this Contract and entitle WSTIP to reasonable attorney fees and costs to recover the records, plus require Embark Safety to indemnify WSTIP against any damages, statutory penalties, and fines for failure to promptly comply with WSTIP's request for inspection.

H. INDEMNIFICATION - HOLD HARMLESS

The Contractor shall defend, indemnify and hold WSTIP, its board members, agents, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of WSTIP.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Embark Safety and WSTIP, its board members, agents, officers, employees and volunteers, the Embark Safety's liability hereunder shall be only to the extent of the Embark Safety's negligence. ***It is further specifically and expressly understood that the indemnification provided herein constitutes the Embark Safety's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.*** The provisions of this section shall survive the expiration or termination of this Agreement.

I. INSURANCE

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, WSTIP shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such

insurance shall include coverage for, but not limited to, products and completed operations, ongoing operations, and contractual liability; Workers' Compensation: Statutory requirements of the state of residency.

Employer's Liability or "Stop Gap:" Coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy; and Cyber Liability / Technology Professional Liability: Coverage at a minimum limit of \$3,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, disclosure of non-public, personal or confidential information, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

Electronic Data Liability Insurance. Consultant shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of use of, damage to, corruption or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000

All insurance policies of Contractor and any subcontractor required in this Contract are to contain or be endorsed to contain the following provisions:

- a. With respect to all liability policies except professional liability (errors and omissions) and workers' compensation:
 - i. WSTIP, its officials, employees and agents shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of work or other activities performed by or on behalf of Contractor or its agents, representatives, employees, or contractors or subcontractor(s) in connection with this Contract. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its substantive equivalent.
- b. With respect to all liability policies (except workers' compensation):
 - i. Contractor's insurance coverage shall be primary insurance in respect to WSTIP. Any insurance and/or self- insurance maintained by WSTIP, its officers, officials, employees or agents shall not contribute to Contractor's insurance or benefit Contractor or its insurer in any way.
 - ii. Contractor's insurance shall expressly state that it applies separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

J. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted.

Embark Safety

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K. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

L. ENTIRE CONTRACT

Embark Safety and WSTIP understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This Contract shall not be modified or amended, except in writing, signed by both parties.

M. ELECTRONIC SIGNATURE AUTHORIZED

The parties agree that all required signatures with respect to this Contract may be electronic under RCW 19.360.020.

**WASHINGTON STATE TRANSIT
INSURANCE POOL**

EMBARK SAFETY

By: 
0899E69EF2EB41A...
Tracey Christianson, Executive Director

By: 
76E2A99ECD07463...
Edwin Sosa, General Manager

Date: 11/17/2021

Date: 11/18/2021

EXHIBIT A – SERVICE AGREEMENT

1. EMBARK SAFETY SERVICES. Embark Safety is defined as a “consumer reporting agency” pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) and applicable state law. The FCRA-regulated screening reports that Embark Safety furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as “consumer reports” and/or “investigative consumer reports” (collectively, “Screening Reports”). Subject to the terms and conditions of this Agreement, and upon Subscriber’s request, Embark Safety will furnish Screening Reports and the related services described in this Agreement in connection with Subscriber’s screening of job applicants, employees and/or other individuals for which Embark Safety provides information for legally permissible purposes (each, an “Applicant”). Subscriber acknowledges and agrees that Embark Safety may fulfill its services under this Agreement through its affiliates and subsidiaries, provided, Embark Safety shall remain solely responsible for its obligations under this Agreement. Embark Safety relies on the information furnished by third-party information suppliers (“Suppliers”) and Embark Safety clients when preparing Screening Reports. References to “Screening Report(s)” refer to an entire Screening Report as well as any specific information contained in a Screening Report. If Subscriber obtains services from Embark Safety under this Agreement that fall outside the scope of the FCRA and similar United States laws (collectively, “Non-US Services”), the parties will enter into appropriate addenda setting forth their respective rights and obligations related to such Non-US Services. Except as otherwise established by the laws and regulations governing Non-US Services, all other terms and conditions of this Agreement will apply to the Non-US Services.

2. SUBSCRIBER OBLIGATIONS.

(a) Compliance with FCRA and other Applicable Laws. Subscriber shall comply with all local, state, federal, and international laws and regulations (collectively, “Laws”) applicable to Subscriber in connection with its procurement and use of Screening Reports and other services provided pursuant to this Agreement. In utilizing Embark Safety’s FCRA-regulated services, Subscriber is considered a “user” of Screening Reports under the FCRA and applicable state law. Subscriber shall comply with its certifications and obligations set forth in Attachment A. Subscriber acknowledges it has received, reviewed and will comply with its obligations in the *Notice to Users of Consumer Reports: Obligations Of Users Under The FCRA* available at: <http://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0111-fair-credit-reporting-act.pdf>. Subscriber acknowledges that if it obtains Non-US Services under this Agreement, Subscriber may have additional or different legal obligations than those described in this section. Subscriber shall comply with all such obligations. Subscriber shall promptly notify Embark Safety if Subscriber believes it has failed to fulfill any obligation in this Agreement, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.

(b) Account Access and Maintenance. Subscriber shall designate to Embark Safety the name of a “Super User(s)” who shall be: (i) Subscriber’s main contact(s) for the services obtained under this Agreement, and (ii) responsible for the strict administration and control of Subscriber’s account identification numbers and passwords. The Super User(s) shall identify and authorize all Subscriber account users and their respective access privileges, and promptly notify Embark Safety of any changes of account users and/or if any account identification numbers or passwords become invalid, inactive or compromised in any manner. In accordance with Section 4, a Super User may be an Outsourced Provider.

(c) Data Privacy and Security. Subscriber shall maintain reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the Embark Safety system and Screening Reports. At a minimum, Subscriber shall comply with the Information Access & Security Requirements set forth in Attachment A. Embark Safety may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel Subscriber’s account if Embark Safety reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through Subscriber’s account.

(d) Audits and Record Retention. Embark Safety and/or its Suppliers or their designated representatives may conduct reasonable periodic audits of Subscriber’s compliance with this Agreement. Unless otherwise required by applicable Laws, Subscriber shall maintain copies of all Applicant consent forms and pre-adverse and adverse action notices (as further described in Attachment A) for a minimum period of five (5) years, and Subscriber shall, upon reasonable advance notice, during its normal business hours, make available to Embark Safety and/or its Suppliers or their designated representatives such documentation reasonably requested to demonstrate Subscriber’s compliance with its obligations in this Agreement. If Subscriber becomes aware of an audit initiated by a third-party involving Embark Safety’s services provided pursuant to this Agreement, Subscriber shall provide Embark Safety prompt written notice of the audit. Unless otherwise required by applicable Laws, Subscriber shall not provide access to its Embark Safety account to any auditing party unless Embark Safety consents to such request and an Embark Safety representative participates in the review/audit.

(e) Prohibition on Resale or Reuse of Reports. Except as otherwise set forth in this Agreement, Subscriber shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure). Subscriber shall use Screening Reports solely as an end-user, for a single, one-time use.

(f) Compliance; No Legal Advice. Subscriber acknowledges that Embark Safety will not render any opinions regarding Screening Report content, and Subscriber shall base its screening processes, guidelines and decisions on its own policies and procedures. Any consultation, training and forms provided by Embark Safety are provided for informational purposes only, and not for the purpose of providing legal advice. EMBARK SAFETY STRONGLY RECOMMENDS THAT SUBSCRIBER CONSULT WITH ITS OWN LEGAL COUNSEL FAMILIAR WITH SUBSCRIBER’S UNIQUE REQUIREMENTS AND LEGAL/REGULATORY OBLIGATIONS RELATED TO THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS AGREEMENT.

3. EMBARK SAFETY OBLIGATIONS.

(a) Compliance with FCRA and Other Applicable Laws. Embark Safety shall comply with all Laws applicable to Embark Safety in its preparation and transmission of Screening Reports and other services provided pursuant to this Agreement. Embark Safety acknowledges that if it provides Non-US Services under this Agreement, Embark Safety may have additional or different legal obligations than those described in this section. Embark Safety shall comply with all such obligations.

(b) Service Performance. Upon Subscriber’s request, Embark Safety shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees attached hereto as Attachment B (“Schedule of Fees”).

(c) Data Privacy and Security. Embark Safety shall implement commercially reasonable and appropriate technical, physical and administrative measures to protect Applicant data against Embark Safety’s accidental or unlawful destruction and unauthorized disclosure or access. Embark Safety is not responsible for disclosure or compromise of such data due to Subscriber’s acts or omissions or otherwise resulting from use of Subscriber’s passwords or accounts, due to no fault of Embark Safety.

(d) Report Maintenance. Subject to Section 13(b), during the Term of this Agreement, Embark Safety shall maintain Screening Report information for a minimum of five (5) years, unless otherwise required or prohibited by applicable Laws.

(e) Management Reports. Embark Safety shall provide Subscriber with Embark Safety’s standard “Management Reports” functionality to enable Subscriber to generate available reports relating to Subscriber’s account activity.

(f) Service Standards; Disclaimer of Warranty. EMBARK SAFETY’S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. EMBARK SAFETY WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND EMBARK SAFETY WILL RE-VERIFY ANY DISPUTED SCREENING REPORT IN ACCORDANCE WITH APPLICABLE LAWS. SUBSCRIBER ACKNOWLEDGES THAT EMBARK SAFETY IS NOT AN INSURER OR GUARANTOR OF THE ACCURACY, RELIABILITY, VALIDITY, DEPTH OR COMPLETENESS OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD-PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF EMBARK SAFETY AND MAY NOT ALWAYS BE ACCURATE, CONSISTENT, VALID OR COMPLETE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EMBARK SAFETY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND NONINTERRUPTION OF SYSTEM USE.

4. MOTOR VEHICLE REPORTS

(a) Motor Vehicle Records. Subscriber acknowledges and agrees that motor vehicle reports (“MVRs”) and related information are considered Screening Reports for purposes of this Agreement. If Subscriber requests MVRs or related information from Embark Safety under this Agreement, then Subscriber further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Subscriber’s business in all states where Subscriber conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the use and review of MVRs, including, without limitation, the Driver’s Privacy Protection Act, 18 U.S.C. §2721 et seq. (“DPPA”); (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon Embark Safety’s request, execute paperwork required by applicable state Departments of Motor Vehicles and/or other data sources for Subscriber’s access to MVRs.

5. LIMITATION OF LIABILITY To the maximum extent permitted by applicable Laws, each party’s total liability to the other party pursuant to this Agreement (“Limitation of Liability”) shall not exceed three (3) times the fees paid by Subscriber and collected by Embark Safety pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. Embark Safety’s liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same



class as the Screening Report record at issue. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Embark Safety and Subscriber shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

6. INDEMNIFICATION Each party ("Indemnifying Party") shall indemnify, defend and hold the other party ("Indemnified Party") harmless from and against any third-party claims, demands, suits, judgments, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent caused by the Indemnifying Party's failure to comply with the FCRA or other applicable Laws. With respect to Embark Safety's liability for any Applicant Claim alleging inaccurate or incomplete Screening Report information, Subscriber shall, prior to having taken any action adverse to the Applicant based on the Screening Report, have provided Embark Safety a reasonable opportunity to reinvestigate the disputed information in accordance with Embark Safety's FCRA-imposed reinvestigation obligations and deadlines. If Subscriber engages Embark Safety to perform professional reference checks, Subscriber further agrees to defend, indemnify and hold Embark Safety harmless from and against all Claims with respect to the content of reference questions that have been customized at Subscriber's request and the content of the reference's responses accurately reported by Embark Safety as received from the reference. Each party's total aggregate liability shall not exceed the Limitation of Liability applicable to such party as set forth in Section 5. An Indemnified Party seeking indemnification pursuant to this Agreement shall provide the Indemnifying Party with prompt written notice of a Claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnified Party may, at its option, participate in the defense of any such Claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the Indemnifying Party shall have sole control of the defense and any settlement of such Claim or action, and the Indemnified Party shall not compromise or settle any such Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall not without the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement that requires a finding or admission of fault of the Indemnified Party, or reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or otherwise prejudice the Indemnified Party.

7. NOTICES Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) by facsimile (with transmission confirmed), (b) in person, (c) by certified mail, return receipt requested, postage pre-paid, or (d) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this section, or such other address as a party may designate by notice in accordance with this section; and (iv) will be deemed given on the date of delivery.

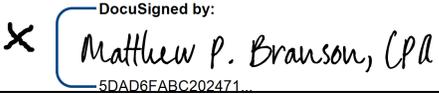
If to Embark Safety:

Embark Safety
 PO BOX 780699
 Orlando, FL 32878
 Office (407) 536-7233
 Fax: (877) 347-7745

If to Subscriber:

WASHINGTON STATE TRANSIT INSURANCE POOL
 TRACEY CHRISTIANSON, EXECUTIVE DIRECTOR
 P.O. Box 11219 (2629 12th Court SW)
 OLYMPIA, WA 98508 (Olympia, WA 98502)

Subscriber:

COMPANY NAME (LEGAL ENTITY NAME):	WASHINGTON STATE TRANSIT INSURANCE POOL
CONTACT NAME:	Matthew Branson
TITLE:	Deputy Director
DATE:	November 17, 2021
AUTHORIZED SIGNATURE:	 <p>DocuSigned by: Matthew P. Branson, CPA 5DAD6FABC202471...</p>

Embark Safety

Name: Edwin Sosa

Title: General Manager, Authorized member

Date: November 17, 2021



ATTACHMENT A

Compliance Certification; Information Access & Security Requirements

A. Subscriber Compliance Certification

Subscriber certifies to Embark Safety as follows with respect to each FCRA-regulated Screening Report Subscriber orders and/or receives:

1. **Permissible Purpose.** Subscriber shall procure and use Screening Reports only for the legally permissible purposes set forth in the Agreement.
2. **Applicant Disclosure and Consent.** Subscriber will ensure that prior to its procurement of a Screening Report for *employment purposes*: (i) Subscriber has made a clear and conspicuous disclosure in writing to the Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes (and for California Applicants, the disclosure shall also include the name, address and telephone number of Embark Safety, the nature and scope of the investigation requested, a summary of the provisions of Ca. Civil Code §1786.22, and otherwise comply with Ca. Civil Code §1786.16); and (ii) the Applicant has authorized in writing the procurement of the Screening Report by Subscriber (and for CA, OK and MN Applicants, Subscriber shall provide the Applicant, by means of a check box, an option by which the Applicant may indicate on their written consent form that the Applicant wishes to receive a copy of any Screening Report that is prepared).
3. **Pre-Adverse Action Disclosures.** In using a Screening Report for *employment purposes*, before taking any adverse action based in whole or in part on the Screening Report, Subscriber shall provide to the Applicant in writing of the rights of the Applicant under the FCRA, as prescribed by the Federal Trade Commission under FCRA §609(c)(3) (“Summary of Consumer Rights”), and any other notices required by applicable Laws.
4. **Adverse Action Disclosures.** After providing the Applicant with the pre-adverse action disclosure described in paragraph 3 above, and after Subscriber has given the Applicant reasonable time to dispute the information contained in their Screening Report, Subscriber will, if intending to take adverse action with respect to the Applicant based in whole or in part on information contained in the Screening Report, send the Applicant a follow-up notification that the Subscriber is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report.
5. **EEO Compliance.** The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
6. **Investigative Consumer Reports.** For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that Subscriber procures from Embark Safety, Subscriber has complied with its obligations under FCRA §606(a) and (b), including, without limitation, the following: a) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant’s character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure: i) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and ii) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in (b.) below, and a written Summary of Consumer Rights; and b) upon written request made by the Applicant within a reasonable period of time after the receipt by him of the disclosure required. Subscriber will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

B. Information Access & Security Requirements

1. Subscriber shall protect its Embark Safety account identification number(s) and password(s) (“Account I.D.’s”) so that only key Subscriber personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. Subscriber shall not post or otherwise publicly display its Account I.D.’s. If a person who knows the Account I.D.’s leaves Subscriber’s company or no longer needs to have access due to a change in duties, the Account I.D.’s should be changed immediately.
2. Subscriber shall place all terminal devices or systems used to obtain Screening Reports in a secure location within Subscriber’s facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, be sure to turn off and/or lock all such devices or systems used to access Screening Reports.
3. Subscriber shall secure hard copies and electronic files of Screening Reports within Subscriber’s facility so that only authorized personnel can access them.
4. Subscriber shall shred or otherwise permanently destroy all *hard copy* Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
5. Subscriber shall erase and overwrite or scramble *electronic files* containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
6. Subscriber shall make all appropriate employees aware that Subscriber can order and use Screening Reports only for permissible employment purposes, and that employees may not order their own reports nor should they order or access the report of a family member or friend unless it is approved for the permissible employment purpose authorized in, and conducted in accordance with this Agreement.
7. Subscriber shall, in addition to its other obligations in this Agreement, comply with the “Access Security Requirements” and hereby incorporated by reference into this Agreement. Subscriber acknowledges that the Access Security Requirements are mandated by Embark Safety Supplier(s) and may be updated from time to time. By executing this Agreement, Subscriber represents to Embark Safety that Subscriber has reviewed and will comply with the Access Security Requirements to the extent applicable to the products and services Subscriber obtains from Embark Safety.
8. Subscriber must comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification. Subscriber must disclose the breach to Embark Safety prior to any public notification. In the event of a breach of Subscriber’s security obligations or any permissible use as stated herein, Subscriber must notify Embark Safety by telephone and e-mail of such an event within 24 hours of discovery (407)536-7233 admin@embarksafety.com. Subscriber must also cooperate with Embark Safety to complete notification of all necessary individuals as determined by Embark Safety. Subscriber must reimburse Embark Safety for all costs associated with the notification, in addition to other reimbursable costs related to the breach.

ATTACHMENT B

Attachment B

Standard charges:

<i>Monitoring / System Fee</i>	<i>MVR Connection Fee:</i> applies when a MVR is request or when a new activity appears on a driver's record
\$0.65	\$0.50 + State fee

Additional charges:

Account Setup Fee: ~~\$1,000~~ – WAIVED

Optional Fees:

- \$10/driver class assigned through the platform – optional
- PSP \$10 + connection fee
- CDLIS \$2 + connection fee