

EXHIBIT-A

**To Agreement by and between
District Attorney of Monterey County, hereinafter referred to as “County”
AND
TransUnion Risk and Alternative Data Solutions, Inc., hereinafter referred to as
“CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

(a) Data Search Capabilities:

Provide County with the ability to perform 1,000 (one thousand) monthly data search transactions, as noted in exhibit B, to include all searches and reports currently offered through the TRADS Services and available to the County based upon the County’s industry classification and permissible use certifications as of the effective date.

(b) Additional Services

Other searches and reports that are offered on a per transaction basis, are also noted in exhibit B.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. Upon receipt of a complete and proper invoice, County shall pay for the performance of work as set forth in the Scope of Services, as detailed below. CONTRACTOR will provide invoices detailing the charges based on the rates as detailed herein, included as Exhibit B in this agreement.
- b. The period of this agreement shall be 1 April 2021 through 30 June 2023.
- c. Total compensation for the duration of this contract will not exceed \$8,040.00. The County shall be responsible for monitoring its own usage to ensure that it does not incur fees in excess of \$8,040.00.
- d. Monthly standard fee: \$280.00.
- e. The estimated charges are per fiscal year (July-June):
 - FY 2020-21 \$670
 - FY 2021-22 \$4,020
 - FY 2022-23 \$3,350



B.2 CONTRACTORS BILLING PROCEDURES

NOTE: CONTRACTOR shall invoice the County monthly, in arrears, and the County shall pay for services upon that basis.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. MODIFICATIONS TO STANDARD AGREEMENT.

C.1 Paragraph 8.0, add at the end of the paragraph, “Notwithstanding the foregoing, CONTRACTOR’s obligations under the Section 8.0 shall be limited to/capped at the price of the products/services as set forth in Exhibit A and Section 2.0.”

C.2 Paragraph 9.01, delete the second and third sentences in their entirety, “Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.”

C.3 Paragraph 9.04, first paragraph, delete the first sentence, “All insurance required....”, change the second sentence to read, “Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis.”, and delete “, or, if the policyunder this agreement.”

Second paragraph, delete “Each liability policy shall provide To the above requirements.” Add sentence, “Contractor will provide County with prompt notice if it has been notified by any of its insurers intent to not renew an applicable policy. Contractor will not subcontract any work to be performed pursuant to this Agreement.”

Third paragraph, change first sentence to read, “**Commercial general liability policies shall provide an endorsement including the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR’s work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County.**” With the remainder of that paragraph deleted.

C.4 Paragraph 10.2, delete in its entirety.

C.5 Paragraph 10.3, change paragraph to read, “CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal and state laws and regulations related to services performed under this Agreement. Records shall be retained for the duration required under federal and state law. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the record retention period, then CONTRACTOR shall retain said records until such action is resolved.”

C.6 Paragraph 10.4, change paragraph to read, “The County shall have the right to examine billing and/or invoicing records directly related to Contract performance, upon: (a) the provision of at least 72-hours prior written notice to CONTRACTOR and (b) execution of a Non-Disclosure Agreement. CONTRACTOR maintains all available claims of privilege, and does not waive those claims by virtue of the Section 10.4. CONTRACTOR shall not be obligated to permit the COUNTY to examine or audit records pertaining to CONTRACTOR’s other customers, or any other record that is exempt from disclosure under Federal or State law.”

C.7 Paragraph 10.5, delete in its entirety.

C.8 Paragraph 15.16, add after last sentence, “...signs the Agreement.”, the following, “Notwithstanding the foregoing, the Subscriber Agreement, executed in Exhibit B of this agreement, shall continue to have full force and effect.”

 APPROVED
TRADS Legal Dept
By: 
Date: 4-2-2021