

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Site

The service delivery site will be the Monterey County Information Technology Department, 1590 Moffett St, Salinas, California 93905.

II. Scope of Services

The Information Technology Department is interested in performing an audit on its telecommunications billing. The audit will include a review of the monthly charges on County's telecommunication invoices to determine if incorrect billings and/or overcharges exist.

CONTRACTOR shall provide the following:

- A. Baseline Analysis to understand County's communication environments
 - 1. Identify billing agencies, locations, types of bills
 - 2. Obtain account numbers by billing agency
 - 3. Review any special communication contracts
- B. Tariff Review to analyze every item on each bill/invoice
 - 1. CONTRACTOR's software is used to verify recurring tariff and contract charges
 - 2. Channel termination charges and Digital Data Service (DDS) entrance facility fees
 - 3. Surcharges, taxes (Federal, State, County and Local)
 - 4. Mileage calculations
 - 5. Special industry applicable tariffs and discounts
 - 6. Usage and rates confirmed using CONTRACTOR's client/server software
 - 7. Manual review to determine additional abnormalities.
- C. Service Confirmation and Reconciliation to verify service
 - 1. Verify services in billing actually exist and are used
 - 2. Verify services terminate at County's facility
 - 3. Physical inventories performed at times compatible with County operations.
- D. Claim Documentation and Negotiation for resolution
 - 1. Findings documented by CONTRACTOR and made available to County.
 - 2. CONTRACTOR meets with County to resolve any questions about findings.
 - i) CONTRACTOR will not implement any cost reductions without County's prior approval.
 - ii) County is under no obligation to accept any of CONTRACTOR's recommendations.
- E. Refund and Adjustment for refunds and bill correction
 - 1. CONTRACTOR obtains settlement letter from billing agencies identifying accounts

- billed in error and billing agency agreement to correct bill going forward;
CONTRACTOR obtains refunds from billing agency were appropriate.
2. CONTRACTOR coordinates County receipt of refunds.

F. Reports and Follow-up

1. County to receive copies of claims and recommendations.
2. CONTRACTOR verifies bills corrected so County receives full benefit of ongoing-savings.

County shall provide the following:

- A. Assign a project manager, and back-up project manager, from the Information Technology (I.T.) staff to work with CONTRACTOR throughout the project.
- B. Provide access as necessary to 1590 Moffett St, Salinas to CONTRACTOR.
- C. Provide on-site meeting space for project meetings.
- D. Provide relevant documents to CONTRACTOR for completion of the project
- E. Execute all authorizations that are reasonable and necessary to enable CONTRACTOR to negotiate with billing agencies.
- F. Provide CONTRACTOR with a list of any credits/refunds filed with billing agency prior to the effective date of this agreement.

III. Term of the Agreement

The term of this Agreement shall be from August 1, 2015 to July 31, 2018, unless sooner terminated pursuant to the terms of this agreement.

IV. Payment Provisions

- A. For the services described in this Agreement within the term specified above, the CONTRACTOR will review telecommunications billing to determine if incorrect billing or overcharges exist. CONTRACTOR will negotiate with the appropriate billing agency and obtain refunds or credits for past overcharges.
 - i) Where there is no refund or credit due because no incorrect billings and/or overcharges are identified by CONTRACTOR, there will be no compensation owed to CONTRACTOR by the County.
 - ii) Where there is a one-time refund or credit owed by the billing agency due to incorrect billings and/or overcharges which are identified by CONTRACTOR, the compensation owed to the CONTRACTOR by the County will be thirty-nine (39%) of the one-time refund or credit received by the County. In no case will CONTRACTOR be owed compensation from the County until County has actually received refunds or credits from the billing agency.
 - iii) Where there is an on-going cost reduction owned by the billing agency due to incorrect billings and/or overcharges which are identified by the CONTRACTOR, the compensation owed to the CONTRACTOR will be thirty-nine percent (39%) of the cost reduction for first twenty-four (24) months of savings. County's obligation to pay

this compensation for on-going cost reductions will accrue after CONTRACTOR has reviewed two (2) billing agency bills to confirm the billing agency has implemented the cost reduction and has done so accurately. CONTRACTOR shall provide the County with written notice of this confirmation and shall thereafter send the County an invoice, accompanied by a copy of the two (2) billing agency bills demonstrating implementation of cost reductions achieved. Upon receipt of CONTRACTOR's invoice, the provisions of paragraph 6.04 of this Agreement shall govern. County will then remit compensation to CONTRACTOR for thirty-nine (39%) of the cost reduction achieved by CONTRACTOR for a twenty-four (24) month period, on a month by month basis.

- iv) All billing agency overbillings resulting in credits/refunds identified by CONTRACTOR during the term of this agreement shall be included in CONTRACTOR's compensation. Billing agency overbillings identified by County or its agents shall not be included in CONTRACTOR's compensation.
- v) Credits received by the County for operational outages shall not be included in CONTRACTOR's compensation.

B. In the event that the Agreement is terminated prior to completion of the services, the compensation due CONTRACTOR will be for one-time refunds or credits or on-going cost reductions, calculated as described above, which were identified by CONTRACTOR prior to termination.

C. CONTRACTOR warrants and guarantees that the compensation formulas set forth in paragraph A, above, are consistent with and do not exceed the compensation it charges to any other customer.

C. Invoices shall be mailed to:

Monterey County Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable