### PRICING FOR TRANSUNION SERVICES

The Pricing terms detailed herein are offered by TransUnion LLC to County of El Dorado Health and Human Services. ("Agency") as of Getober 7, 2015 (the "Offer Date"), and upon acceptance by Agency will establish the pricing terms for consumer reports and related products and services provided to Agency under the TransUnion Master Agreement for Consumer Reporting Services and/or other service agreements in effect between the parties (the "Agreements"). Agency must indicate its acceptance of these pricing terms by executing and returning this document to TransUnion within sixty (60)-days of the Offer Date.

1. Subject to the terms and conditions of the Agreements, provided TransUnion receives an executed copy of this pricing document within sixty (60)-days of the Offer Date, the following is the rate schedule.

Fee per Consumer Report:

Waived

One time Initial/Set Up Fee: Waived

Monthly Service Fee:

Waived

Annual Fee:

Waived

- 2. Upon acceptance by Agency, this pricing shall be in effect until modified by TransUnion in accordance with the terms of the Agreements, or until termination of the Agreements.
- 3. In the event that TransUnion's cost of rendering service increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.
- 4. This Addendum contains confidential information, for Agency's use only, and may not be shared by Agency with any third party.
- 5. All other terms and conditions of the Agreements shall remain in full force and effect.

Accepted by Agency:

County of El Dorado Health and Human Services

Name/Title: Brian Veerkamp, Chair, Board of Supervisors

ATTEST: James S. Mitrisin

Clerk of the Board of Supervisors

Kathryn Tyler, Deputy Clerk

Date: 5 - 12 - 15

Trans**Union**.

APPLICANT INFORMATION:			
Company or Agency Name: County of El Dorado	Doing Business As:		
Nature of Business: Government	Date Established (month/year):		
Are you owned or controlled by a Foreign Governme	ent? Yes 🗌 No 🗵		
Contact Name: HHSA Contracts	Title: Notice to Parties contact HHSA Contracts Unit		
Company Main Phone #:530-642-7300	Company Main Fax #:		
Federal Tax ID: 94-6000511	Do you have an answering service? Yes ⊠ No □		
Web Site Address:www.edcgov.us	E-mail Address:www.edcgov.us		
North American Industry Classification System (NAI	CS) code: 921190		
	siness Premises:		
Street:3057 Briw Rd	City:Placerville		
State and Zip Code:CA 95667	County:El Dorado		
Check which applies to the above location:			
Residential Commercial Executive Su	ite with shared receptionist		
BILLING INFORMATION:			
Contact Name:HHSA Fiscal	Title:CFO		
Contact Phone #:530-642-7300	Contact Fax #:		
E-mail Address:www.edcgov.us			
Billing Address (if different from	m location of business premises):		
Street:	City:		
State and Zip Code:	County:		
TAX INFORMATION: Is your entity exempt from paying Tax	es on Credit Reporting products/services? Yes (No (circle one)		
Tax Contact Name: County of El Dorado Auditor's Ofc.	Title:Auditor Controller		
Tax Contact Phone #:530/621-5487	Tax Contact Fax #:530/295-2535		
Tax E-mail Address:			
Tax Mailing Address (if different	from location of business premises):		
Street: 360 Fair Lane	City: Placerville,		
State and Zip Code:CA 95667	County:El Dorado		
CUSTOMER SERVICE INFORMATION:			
Contact Name: HHSA Child Protective Services	Title: CPS Office Assistant Supervisor		
Contact Phone #:530/642-7300	Contact Fax #:530/626-7734		
E-mail Address:			
Customer Service Address (if different	ent from location of business premises):		
Street:	City:		
State and Zip Code:	County:		

Version 02/11/2014 Page 1 of 5



## Trans**Union**.

What are your intended uses of Transl Living TransUnion, provide the following	ng inform	ation:		
which are your interrued uses or transfinion services data? To comply with Calif.				
120 127 regaining criticalities detailed to assist foster voluth and non-minor dependents in abbailing				
and reviewing credit reports.		9		
Are you exempt from sales taxes on TransUnion services?	Yes	No 🗵		
If yes, please provide the appropriate resale or exemption certificate(s)	100	140 2		
Does your company do business in Texas (as defined in Texas Law Section 151 107)2	Yes	No 🗵		
1 yes, Iransonion is required by Texas Regulation Section 3.343 to collect Taxas	163	140 🔯		
sales lax on the sale of credit reports you ourchase on Texas residents				
Are you a rederal government agency or an entity certified by the federal government?	Yes	No 🖂		
in yes, are you purchasing Transunion services under the Government Services	Yes 🗌			
Administration (GSA) service agreement?	i es 🗀	No 🖂		
If yes, please provide your GSA Purchase Order #:				
Are you involved in the underwriting of insurance?	Yes	No 🛛		
Are you involved in the processing of insurance claims?	Yes	No 🗵		
Are you, your business, or other officers in your business providing service as an	Yes	No 🗵		
attorney, detective agency, or private investigative agency?				
If yes, indicate which:				
Are you are a government agency, or a department of a government agency, which		,		
has as a principle function the enforcement of a government agency, which	Yes 🗌	No 🛛		
has as a principle function the enforcement of civil or criminal laws and which does not in the ordinary course of business regularly entered a critical laws and which does not				
in the ordinary course of business regularly extend credit or insurance for personal,				
family, or household use or evaluate consumers' eligibility for licenses or government	1			
benefits for which you are required by law to consider the applicant's financial responsibility or status?				
Do you intend to resell or release information from consumer credit reports to a third				
party?	Yes 🗌	No 🛛		
Do you provide credit repair services?	V (			
Do you provide credit or debt consulting services?	Yes	No 🗵		
	Yes	No 🗵		
If you wish to furnish data to TransUnion, provide the following information:				
have you lumished data to TransUnion previously?	Yes	N S		
If yes, what was the last date that you furnished data to Transl loing?	res	No 🔀		
If yes, under what name did you furnish data to TransUnion?				
Do you currently furnish data to: Equifax  Experian  (Check all that apply.)				
What is the current number of data records in your database?				
How many data records do you wish to furnish to TransUnion?				
At what frequency would you furnish data records to TransUnion? Daily Monthly				
what is the nature of the records that you wish to furnish? (Re as specific as possible, for	r example	,		
accounts receivable for credit cards, utilities, credit collections, mortgage loans, etc.)	· · · · · · · · · · · · · · · · · · ·			
		_		
Do you currently use the cutemated 5 OCC 13 (3)				
Do you currently use the automated E-OSCAR (Online Solution for Complete and Accurate Reporting) system?	Yes 🗌	No 🗵		
, recorder reporting) system;				
You will be required to use E.OSCAR to furnish data to T				
You will be required to use E-OSCAR to furnish data to TransUnion. More information about E-OSCAR services and fees can be found at the E-OSCAR website (www.e-				
substitution of the E-OSCAR website (www.e-		1		



### Trans**Union**.

If you wish to furnish data to TransUnion, provide the following information:				
oscar.org).				
Would you be utilizing the services of a third-p TransUnion?	Yes No 🗵			
If yes, does your third-party processor(s) currently submit data to TransUnion?  Yes No				
If you would be utilizing a third-party processor(s) to furnish data, please provide the following information for each processor used:				
Processor's name, address, Name, address, and phone number Num and phone number: of processor's contact person: pro				
1.				
2.				
3.				
4.				

TransUnion.

has your company bee	In operation for one	VOTE OF LOCAL				
If yes, you must provide	TransUnion copies of two	o of the following documents:				
Trocom Dank	The statement must be	addressed to your at your company's principle to				
	Recent bank statement  Becent utility bill of  The statement must be addressed to you at your company's principal place of business. An online bank statement is not acceptable.					
Recent utility bill or	The bill must be in the t	business name for service at your principal place of				
telephone bill	1 000111000.					
Office lease or proof of	A copy of an office leas	e or proof of property ownership for your principal place				
property ownership	of business.	property officially for your principal place				
Does your company or	perate in a geographic l	ocation or industry that is subject to licensing				
requirements? Yes	□ No⊠	ostation of initiatity that is subject to licensing				
If yes, you must provide	TransUnion a copy of an	y required business license(s).				
		(0).				
If you are a Sole Propri	etor or Partnership, cor	mplete the following:				
Check which applies: So	le Proprietor Partne	rship				
I certify that the inform	ation provided on this a	I certify that the information provided on this application is true and that I understand that				
falsification of this document is grounds for denial or termination of a customer relationship wth						
falsification of this doc	ument is grounds for d	enial or termination of a customer relationship with				
TransUnion and/or lega	al prosecution. Lundor	erial or termination of a customer relationship wth				
TransUnion and/or lega obtain my personal cre	al prosecution. Lundos	erial or termination of a customer relationship wth				
TransUnion and/or lega	al prosecution. Lundos	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of				
TransUnion and/or lega obtain my personal cre	al prosecution. I undersidit report as an owner of	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of				
TransUnion and/or lega obtain my personal cre this application.	al prosecution. I undersedit report as an owner	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of #1 Information				
TransUnion and/or lega obtain my personal cre	al prosecution. I undersedit report as an owner	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full)	Owner #	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of #1 Information    Title:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street:	Owner #	enial or termination of a customer relationship wth stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information   Title:   Dwner's Residence:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street:	Owner #	enial or termination of a customer relationship with stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information    Title:   Dwner's Residence:   City:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street:	Owner #	#1 Information  Title:  Dwner's Residence:  City:  Zip Code:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street: State: Social Security Number:	Owner & Address of C	#1 Information  Title:  Dwner's Residence:  City:  Zip Code:  Signature:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street: State: Social Security Number:	Owner & Address of C	#1 Information  Title:  Dwner's Residence:  City:  Zip Code:  Signature:  #2 Information				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street:	Owner & Address of C	#1 Information  Title:  Dwner's Residence:  City:  Zip Code:  Signature:				
TransUnion and/or lega obtain my personal cre this application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street)	Owner Address of Comments of C	#1 Information Title:  Dwner's Residence:  City:  Zip Code:  Signature:  #2 Information  Title:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street:	Owner Address of Comments of C	#1 Information  Title:    Zip Code:   Signature:   Signat				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: Street: State:	Owner Address of Comments of C	#1 Information Title:    Zip Code:   Signature:   Signature:   Signature:   Signature:   City:   Zip Code:   Signature:   City:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street:	Owner Address of Comments of C	#1 Information Title:  Dwner's Residence: City: Zip Code: Signature: #2 Information Title:  Dwner's Residence: City: Zip Code: Signature: #2 Information Title:  Dwner's Residence: City: Zip Code: Signature: #2 Information				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: Social Security Number:	Owner Address of C	ental or termination of a customer relationship with stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information Title:  Dwner's Residence: City: Zip Code: Signature:  #2 Information Title:  Dwner's Residence: City: Zip Code: Signature:  #3 Information Signature:  #4 Information Title:  Dwner's Residence: Signature: Signature:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: Social Security Number:	Owner Address of C	enial or termination of a customer relationship with stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information   Title:   Dwner's Residence:   City:   Zip Code:   Signature:   #2 Information   Title:   Dwner's Residence:   City:   Zip Code:   Signature:   S				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: Street: State:	Owner Address of C	ental or termination of a customer relationship with stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information Title:  Dwner's Residence: City: Zip Code: Signature:  #2 Information Title:  Dwner's Residence: City: Zip Code: Signature:  #3 Information Signature:  #4 Information Title:  Dwner's Residence: Signature: Signature:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: State: Social Security Number:	Owner Address of Commer, not initials):  Address of Commer, not initials):  Address of Commer and I name, not initials):  Address of Commer and I name, not initials):	#1 Information Title:  Dwner's Residence:  City: Zip Code: Signature:  #2 Information  Title:  Dwner's Residence:  City: Zip Code: Signature:  #3 Information  Title:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: Social Security Number:	Owner Address of Commer, not initials):  Address of Commer, not initials):  Address of Commer and I name, not initials):  Address of Commer and I name, not initials):	enial or termination of a customer relationship with stand that by signature below, Trans Union LLC may of this company in connection with the approval of  #1 Information   Title:   Dwner's Residence:   City:   Zip Code:   Signature:   #2 Information   Title:   Dwner's Residence:   City:   Zip Code:   Signature:   Signature:   Signature:   #3 Information   Title:   Dwner's Residence:   Owner's Residence:				
TransUnion and/or lega obtain my personal crethis application.  Owner Name (printed full Street: State: Social Security Number: Owner Name (printed full Street: State: State: Social Security Number:	Owner Address of Commer, not initials):  Address of Commer, not initials):  Address of Commer and I name, not initials):  Address of Commer and I name, not initials):	#1 Information Title:  Dwner's Residence:  City: Zip Code: Signature:  #2 Information  Title:  Dwner's Residence:  City: Zip Code: Signature:  #3 Information  Title:				



If you are a Sole Proprietor or Partnership, complete the following:

Notice: Each owner must provide TransUnion a copy of a government-issued photo ID such as a driver's license or state ID.

Other Types of Legal Entities:			
Is your husiness legally designated as a set			
Is your business legally designated as one of the	e following (Check which applies.)		
- Imited Liability Collingity (LLC)   Imited Liabil	ity Dortnership /IID)		
Non-profit organization   1 (30Vernment IX)   8 (	Corporation		
Other (Please describe.)			
If you checked any of the above			
If you checked any of the above, complete the follow			
1 Officer In	formation		
1. Officer Name: Brian Veerkamp	Title:Chair, Board of Supervisors		
2. Officer Name:Ron Mikulaco	Title:Board of Supervisors		
3. Officer Name:Shiva Frentzen	Title: Board of Supervisors		
4. Officer Name:Michael Ranalli	Title: Board of Supervisors		
5. Officer Name:Sue Novasel	Title: Board of Supervisors		
What is the total number of officers? 5	The Board of Supervisors		
I certify that I am authorized to sign this application	en en 1 (1 - 1 (1 - 1 (1 - 1 (1 - 1 (1 - 1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (		
I certify that I am authorized to sign this application application is true. I understand that by signeture	on and that the information provided on this		
application accurately to the best of my ability, and that I understand that falsification of this document is grounds for denial or termination of the customer relationship with TransUnion			
and/or legal prosecution.	the customer relationship with TransUnion		
Name ( <i>printed full name</i> , <i>not initials</i> ): Brian Veerkamp	Title:		
	Chair, Board of Supervisors		
Signature:	Date:		
K: V 1/1' D	F 12		
1 SKV MP	2-12-15		

**Privacy Statement** - TransUnion will use the information you provide only for the purpose of determining your eligibility to be a TransUnion customer. We will not release the information to third parties except: (1) as necessary for us to process your application or (2) as required by law.

# TRANSUNION AGREEMENT FOR CONSUMER REPORTING SERVICES

This Master Agreement for Consumer Reporting and Ancillary Services ("Agreement") is made and entered as of this 7th date of October, 2014 (the "Effective Date"), by and between **Trans Union LLC**, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 ("TransUnion"), and **County of El Dorado Health and Human Services** ("Agency"). In consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TransUnion and Agency hereby agree as follows:

1. Scope of Agreement. This Agreement applies to any of those information services which Agency may desire to receive from TransUnion and which TransUnion offers to Agency. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information".

This Agreement consists of the general terms and conditions set forth in the body of this Agreement ("General Terms"). If there is a conflict between the General Terms and any Exhibit or Addendum, the General Terms shall govern.

- Consumer Reporting Services. TransUnion makes certain consumer report information services from its consumer reporting database ("Consumer Report Information") available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").
- 2.1 <u>FCRA Penalties</u>. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- Agency Certifications. Agency certifies that under this Agreement, it shall request Consumer Report Information pertaining to minor children for whom the Agency is acting in a fiduciary or representative capacity under state law. Consumer Reports shall be requested and used by Agency for Agency's exclusive one-time use for the sole purpose of identifying, preventing and/or remediating the effects of identify theft or other fraud perpetrated against such minor children, and for no other purpose, subject however, to the additional restrictions set forth herein. Agency agrees to retain copies of records evidencing Agency's responsibility for any minor child on whom a Consumer Report is requested for a minimum of five (5) years from the date of inquiry, and make such records available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Agency to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to any other third party, and Agency expressly agrees to refrain from such conduct.

#### 3. Ancillary Services.

- Fraud Prevention Services. TransUnion offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Agency obtains any fraud prevention services from TransUnion in conjunction with Consumer Report Information, Agency shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, employment, or for any other purposes unrelated to the detection, prevention or remediation of identify theft or other fraud against the minor child.
- Reference Services. Trans Union offers the suite of reference services from its Consumer Reporting Database ("CRD Reference Services"). If Agency desires to receive CRD Reference Services, Agency hereby certifies that the specific purpose(s) for which the CRD Reference Services will be requested, obtained and used by Agency is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the Gramm-Leach-Billey Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GL8") and the United States Federal Trade Commission rules promulgated thereunder. Agency shall not request, obtain or use such CRD Reference Services for any other purpose.

	To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
a	For use solely in conjunction with a legal or beneficial interest held by Agency and relating to the consumer; or,
	For use solely in Agency's fiduciary or representative capacity on behalf of the consumer.

- 4. <u>Confidentiality</u>. Agency shall hold all Services Information in confidence and shall not disclose the Services Information to any third party, except as required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Agency shall provide TransUnion with ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph. However, this restriction shall not prohibit Agency from disclosing to the subject of the Consumer Report Information the content of the Consumer Report Information.
- Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") to: (a) insure the security and confidentiality of non-public personal information; (b) protect against anticipated threats or hazards to the security or integrity of non-public personal information; and, (c) protect against unauthorized access or use of non-public personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name is used in combination with both (a) a social security number, driver's license or identification card number, or account number, credit or debit card number, and, (b) any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), and such combined information is delivered to Agency unencrypted, Agency shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Agency intentional deletion, destruction and/or disposal of Personal Information (whether in paper, electronic, or any other form, and regardless of medium on which such Personal Information is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such non-paper media.
- 6. <u>Authorized Requests</u>. Services shall be requested by, and only disclosed by Agency to, Agency's designated and authorized employees having a need to know and only to the extent necessary to enable Agency to use the Services in accordance with this Agreement. Agency shall ensure that such Agency designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.
- 7. Rights to Services. Agency shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement, the entire right, title and interest in and to the Services shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Agency under this Agreement.
- 8. Compliance with Laws. Each party hereto shall be responsible for its own compliance with all applicable federal and state legislation, regulations and judicial actions, including, but not limited to, FCRA, GLBA and all other applicable privacy laws, and "do not call" laws, as now or as may become effective, to which it is subject.
- 9. Fees and Payments. Agency agrees to pay any mutually agreed upon fees and charges for Services provided to Agency under this Agreement as identified on a separate Pricing Addendum, which pricing is hereby incorporated into this Agreement by reference. Any periodic and/or minimum Agency fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement. TransUnion reserves the right to change the fees and charges from time to time, but no change in such charges shall become effective as to the Agency earlier than thirty (30) days after written notice thereof shall have been given by TransUnion to Agency. Agency shall also pay all sales or use taxes, duties and/or other charges of any kind imposed by any federal, state, or local governmental entity for the Services, Services Information, or both, provided under this Agreement. However, Agency shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the gross income of TransUnion. TransUnion shall provide invoices to Agency and Agency shall pay such invoices within thirty (30) days of the invoice date. Without limiting any of TransUnion's remedies for non-payment or late payment of invoices, invoices which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%)

- per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Agency shall pay all costs of collection, including reasonable attorneys' fees.
- 10. Term, Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the other party. The foregoing notwithstanding, either party may immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if it determines in good faith that (a) the requirements of any law, regulations and/or judicial action have not been met; (b) as a result of any new, or changes in existing, laws, regulations, and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met; and/or, (c) the use of the Services is the subject of litigation or threatened litigation by any governmental agency. With the exception of TransUnion's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Agency's use of Services Information. Moreover, any such termination shall not relieve Agency of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
- 11. Limited Warranty. TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty, provided that: (a) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services; and (b) the Services are able to be reperformed. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET AGENCY'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 12. Limitation of Liability. TRANSUNION'S SOLE LIABILITY, AND AGENCY'S SOLE REMEDY, FOR NEGLIGENT VIOLATIONS OF THIS AGREEMENT BY TRANSUNION SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. AGENCY'S SOLE LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR NEGLIGENT VIOLATIONS OF THIS AGREEMENT BY AGENCY SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S INTENTIONAL OR CRIMINAL MISCONDUCT OR WILLFUL VIOLATION OF THIS AGREEMENT, THE CULPABLE PARTY'S TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY REVENUE BILLED UNDER THIS AGREEMENT PRIOR TO THE CLAIM(S) ARISING. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 13. Assignment and Subcontracting. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TransUnion may assign or transfer this Agreement to a wholly-owned subsidiary, in the event of a purchase of substantially all of TransUnion's assets, or in the event of a corporate form reorganization (e.g., LLC to C-Corporation), and Agency may assign or transfer its rights and/or obligations under this Agreement to any Affiliate of Agency identified on Exhibit A attached hereto. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Agency by TransUnion under this Agreement; provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.
- 14 Security. Agency represents and warrants that it will use its best reasonable efforts to ensure that: (1) all FransUnion-supplied identification codes (each a "User ID") and associated passwords (each a "Password") are kept confidential and secure (e.g., Agency shall ensure that Passwords are not stored on any desktop and/or portable workstation/terminal nor other storage and retrieval system and/or media, that Internet browser

caching functionality is not used to store Passwords and that appropriate firewalls or other electronic barriers are in place); and, (2) each User ID and Password is used solely by individuals Agency has authorized to use such User IDs and Passwords. In the event of any unauthorized use, misappropriation or other compromise of User Ids and/or Passwords, Agency shall promptly (but in no event later than forty-eight (48) hours after the occurrence of any of the foregoing) notify TransUnion by phone and in writing. Agency shall fully cooperate with TransUnion in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any non-public personal information (including, but not limited to, Personal Information and other consumer credit information). Such cooperation shall include, but not necessarily be limited to, allowing TransUnion to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized disclosure. Such cooperation shall not relieve Agency of any liability it may have as a result of such a misappropriation and/or unauthorized disclosure. Agency agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Agency's negligence, intentional wrongful conduct or breach of this Agreement, Agency shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Agency shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TransUnion's prior written consent, and, with respect to any such notifications required by law, Agency shall not use any TransUnion trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

- 15. No Waiver. No failure or successive failures on the part of either party, or its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on the part of either party, or its respective successors or permitted assigns, of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors or permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.
- 16. Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between TransUnion and Agency. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.
- 17. Construction and Severability. All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 18. Force Majeure. Neither party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.
- 19. Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, upon reasonable notice and during normal business hours, audit Agency's policies, procedures and records which pertain to this Agreement to ensure compliance with this Agreement.
- 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law.
- 21. <u>Trademarks</u>. Neither Agency nor TransUnion shall use, distribute, or disclose any material in which any trade name, trademark, service mark, and/or logo (collectively, the "Marks") of the other party is used (the "Materials") without the prior written consent of the other party, which consent shall not be unreasonably withheld. Both parties shall have the right to require upon written request the correction or deletion of any misleading, false, or objectionable material from any Materials. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that: (a) the other party's Marks are and shall remain the sole properties of the other

party; (b) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks; and, (c) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, TransUnion shall have the right to disclose to third parties Agency's marks to the extent they appear in consumer credit reports containing Agency's account information and/or inquiries without the prior written approval of Agency.

- 22. <u>FTC Notices</u>. By signing this Agreement, Agency acknowledges receipt of a copy of the Federal Trade Commission's 'Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Federal Trade Commission's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA". Any future updates to the forgoing notices will be accessible by Agency on TransUnion's website.
- 23. Entire Agreement. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND AGENCY AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF AGENCY HAS DIRECT KNOWLEDGE OF ALL FACTS CERTIFIED AND THE AUTHORITY TO BIND AGENCY TO THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

By: Translaion Rose By	
TransUnion Representative  USA DICKENS VICE PVESIDENT  Name and Title of Signer (please print)  6/24/15	Agency Representative  Brian Veerkamp, Chair Board of Supervisors  Name and Title of Signer (please print)  5-12-15
Date Signed (	Date Signed  Agency Code Number Assigned

The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Program Manager II, or successor.

- party; (b) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks; and, (c) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, TransUnion shall have the right to disclose to third parties Agency's marks to the extent they appear in consumer credit reports containing Agency's account information and/or inquiries without the prior written approval of Agency.
- 22. <u>FTC Notices</u>. By signing this Agreement, Agency acknowledges receipt of a copy of the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Federal Trade Commission's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA". Any future updates to the forgoing notices will be accessible by Agency on TransUnion's website.
- 23. Entire Agreement. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND AGENCY AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF AGENCY HAS DIRECT KNOWLEDGE OF ALL FACTS CERTIFIED AND THE AUTHORITY TO BIND AGENCY TO THE TERMS OF THIS AGREEMENT.

**IN WITNESS WHEREOF,** the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

By:	COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES  By:
TransUnion Representative	Agency Representative V
Name and Title of Signer (please print)	Brian Veerkamp, Chair Board of Supervisors Name and Title of Signer (please print)
Date Signed	Date Signed
	Agency Code Number Assigned

The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Program Manager II, or successor.

#### Addendum for Access via TransUnion Direct

This Addendum for Access via TransUnion Direct (FKA TransUnion DeskTop) ("Addendum") is part of one or more service agreements in effect between the parties (" Service Agreements") and is executed this 7th day of October, 2014 by and between TRANS UNION LLC ("TransUnion") and County of El Dorado Health and Human Services. ("Subscriber").

WHEREAS, TransUnion and Subscriber have entered into one (1) or more Service Agreements pursuant to which TransUnion is providing, to Subscriber, certain of the TransUnion services ("TransUnion Services") which TransUnion makes or may make available through TransUnion Direct; and

WHEREAS, TransUnion has developed and/or licensed a system for providing access to such TransUnion Services via the Internet ("TransUnion Direct"); and

WHEREAS, TransUnion has developed a website for allowing Subscribers to administer and manage TransUnion Direct access for its users ("Administration Site"); and

WHEREAS, Subscriber desires (a) to utilize TransUnion Direct to receive those TransUnion Services for which Subscriber currently has a Service Agreement with TransUnion to receive and (b) to utilize the Administration Site to manage Subscriber access to TransUnion Direct.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants set forth herein, the parties agree as follows:

1. Recitals. The recitals set forth above are an integral part of this Addendum and are hereby incorporated herein.

#### 2. Term and Termination.

- 2.1 This Addendum shall commence on the last signature date below (the "Effective Date") and shall be coterminous with each of the Service Agreements and, for each TransUnion Product, shall automatically terminate upon expiration or termination of the associated Service Agreement. The foregoing notwithstanding, this Addendum shall automatically terminate for all TransUnion Services in the event the Certificate(s), (as defined below), is/are elected and not renewed. Moreover, this Addendum may be terminated by either party upon thirty (30) days' prior written notice to the other party.
- 2.2 Without limiting any other remedies to which TransUnion may be entitled including, but not limited to, injunctive relief, TransUnion reserves the right to immediately terminate this Addendum if TransUnion, in good faith, determines that (1) Subscriber has materially breached any of its obligations under this Addendum and/or any Service Agreement; (2) the requirements of any law, regulation, or judicial action have not been met; or (3) as a result of changes in laws, regulations or regulatory or judicial action, the requirements of any law, regulation or judicial action will not be met. TransUnion shall promptly provide written notification to Subscriber of such action.
- 2.3 Survival. With the exception of the license granted to Subscriber, set forth below, and TransUnion's obligation to provide TransUnion Services via TransUnion Direct under the terms and conditions of this Addendum, all provisions of this Addendum shall survive any such termination of this Addendum. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

#### 3. License.

- 3.1 TransUnion hereby grants to Subscriber a time-limited, revocable, non-exclusive, non-transferable license to use TransUnion Direct, and all other documentation and other related materials provided to Subscriber under this Addendum, solely for the purpose of receiving TransUnion Service via the Internet and solely for those TransUnion Services for which Subscriber is entitled to receive by virtue of the Service Agreement(s). Title to TransUnion Direct including, without limitation, all documentation and other related materials, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Addendum.
- 3.2 Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble TransUnion Direct, any software, related documentation, nor any confidential or proprietary criteria developed or used by TransUnion relating to TransUnion Direct.
- 3.3 In addition, Subscriber's access to stored data on TransUnion Direct is subject to Subscriber's contractual obligations and all applicable legal requirements under the FCRA, including the FCRA Subscriber certification provided upon initial request of the data. The data is intended for Subscriber's exclusive use and may be used for no other purpose except as defined by the FCRA.

### 4. Passwords, Digital Certificates and Security.

- 4.1 Subscriber shall designate an individual within Subscriber's organization who shall administer and manage Subscriber access to TransUnion Direct through the Administration Site ("Company Administrator"). This initial location from which TransUnion Direct will be accessed ("Location Administrators, administrators for each Subscriber who are authorized to utilize TransUnion Direct ("User(s)").
- 4.2 TransUnion Direct may only be utilized by Subscriber, through Subscriber's TransUnion sales representative, after Subscriber applies for and obtains: (a) a TransUnion-supplied identification code ("User ID") and associated the Administration Site; (b) a TransUnion-issued digital certificate ("Certificate") for all Company and Location Administrators; and, optionally (c) a Certificate for each individual user of TransUnion Direct, which shall be Subscriber will utilize TransUnion Direct ("Workstation"). Minimally, all Users of TransUnion Direct must have a User ID and Password to utilize TransUnion Direct.
- Digital Certificate Option Declination for Users. By initializing the box on the left, Subscriber hereby expressly declines to utilize the aforementioned Certificates for its Users to access TransUnion Direct. However, a Company or Location Administrator may change this Digital Certificate option through the Administration Site.
- 4.3 Company and Location Administrators shall be responsible for: (a) all tasks performed through the Administration Site; (b) the creation, assignment, and distribution to Users of their User IDs and temporary Passwords; (c) the issuance, management, and revocation of Certificates; (d) maintaining the security of the digital certificate administration URL; and (e) promptly disabling or terminating a User ID/Password or revoking a Certificate (e.g. Subscriber decision to no longer utilize TransUnion Direct via one or more Workstations, changes affecting a User (e.g. leave of absence or termination of employment) who has access to TransUnion Direct, or a breach of security).
- 4.4 Certificate Applications and License. In the event Certificates are elected by Subscriber, upon: (a) completion of the TransUnion Direct Registration Request Form attached as Attachment A and incorporated herein ("Application"); non-transferable two (2) year license to use such Certificate(s) for the sole purpose of accessing the TransUnion event shall Subscriber use Certificates for any other purpose whatsoever including, but not limited to, in association with electronic transactions with third parties.
- Application and Subscriber's payment of any applicable License Fees, TransUnion will supply access to the website where a Company or Location Administrator may download each Certificate onto a single Workstation. Moreover, a Company or Location Administrator may opt to allow Users, through the Administration Site, to download Certificates without Administrator assistance. Certificates are not transferable, and Subscriber shall not copy or notwithstanding, without TransUnion's prior written consent. The foregoing Workstation to another Workstation solely in the event the original Workstation is being replaced. Subscriber understands that as certificates are licensed for only two (2) year periods, Subscriber must actively apply to TransUnion for renewal of each Certificate.
- 4.6 Security. Subscriber represents and warrants that it will use its best reasonable efforts to ensure that: (1) only authorized Users have access to TransUnion Direct through Workstations; (2) TransUnion Services obtained by Subscriber via TransUnion Direct are not accessible by unauthorized parties via Subscriber's connection to the Internet or otherwise; (3) all Passwords are kept confidential and secure by such authorized Users (e.g., Subscriber shall ensure that Passwords are not stored on any Workstation nor other storage and retrieval system and/or media and that Internet browser caching functionality is not used to store Passwords); (4) each User ID and Password is used solely by the authorized User to whom such User ID and Password was issued; (5) all documentation and/or other materials provided by TransUnion to Subscriber under this Addendum is held in confidence by Subscriber (and accessible only to those Users who Subscriber has authorized to utilize TransUnion Direct); and (6) Certificates are only installed on Subscriber Workstations located at, or otherwise inventoried out of (in the case of portable Workstations), Subscriber's location indicated on the Application or such other location (e.g., Subscriber employee home office) as may be mutually agreed upon by Subscriber and TransUnion.

- 4.6.1 In the event of any compromise of security involving User IDs, Passwords and/or Certificates, Subscribers shall immediately notify TransUnion.
- DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE PARTIES ACKNOWLEDGE THAT, BECAUSE 5. TRANSUNION DIRECT IS ACCESSED VIA THE INTERNET WHICH IS AN OPEN NETWORK, NEITHER, TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO TRANSUNION DIRECT; WITH RESPECT TO ANY AND ALL DOCUMENTS AND/OR OTHER MATERIALS PROVIDED TO SUBSCRIBER UNDER THIS ADDENDUM; WITH RESPECT TO LOSS OR CORRUPTION OF DATA; LOSS OF, OR DAMAGE TO, EQUIPMENT AND/OR SOFTWARE; SYSTEM RESPONSE TIMES, ACCESS DELAYS OR ACCESS INTERRUPTIONS; NOR COMPUTER VIRUSES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, IN NO EVENT SHALL TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO SUBSCRIBER, ARISING OUT OF OR FROM THIS ADDENDUM INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED AND EVEN IF TRANSUNION OR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, OR ANY ONE OR MORE OF THE FOREGOING PARTIES, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Subscriber shall have the right, and is encouraged by TransUnion, to maintain any other type of TransUnion-authorized connection to TransUnion for use in conjunction with the TransUnion Services and any other TransUnion services or services that Subscriber has purchased or licensed from TransUnion and which are not accessible via TransUnion Direct.
- 6. Indemnification. Subscriber shall indemnify and hold TransUnion harmless from any and all third-party claims, losses and damages, liability, and costs, including attorney's fees, against, or incurred by, TransUnion to the extent such claims, damages, liability and costs result directly or indirectly from: (a) Subscriber's negligence or intentional conduct; and/or (b) Subscriber's breach of its obligations under this Addendum including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via TransUnion Direct under this Addendum.
- 7. <u>Effect of Service Agreements.</u> Except as otherwise explicitly provided for in this Addendum, the terms and conditions of the Service Agreement(s) shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreement(s) and the terms of this Addendum, the terms of this Addendum shall control.
- 8. Entire Agreement. THIS ADDENDUM INCLUDING ALL EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM. THIS ADDENDUM MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

WHEREAS, the parties hereto, intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Addendum shall constitute an original and legally binding document.

COUNTY	OF FL	DORADO	HEAL	TH A	NO	HUMAN
000111	~	DUITE	11576		1110	I I CHAIN I A

TRANSUNION LLC

SERVICES	
Signature:	Signature: Mulling
Print Name: Brian Veerkamp	Print Name: LISA A DICKENS
Fitte Chair, Board of Supervisors	Title: VICE President
Date: 5-12-15	Date: 6 2415

- 4.6.1 In the event of any compromise of security involving User IDs, Passwords and/or Certificates, Subscribers shall immediately notify TransUnion.
- DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE PARTIES ACKNOWLEDGE THAT, BECAUSE TRANSUNION DIRECT IS ACCESSED VIA THE INTERNET WHICH IS AN OPEN NETWORK, NEITHER, TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO TRANSUNION DIRECT; WITH RESPECT TO ANY AND ALL DOCUMENTS AND/OR OTHER MATERIALS PROVIDED TO SUBSCRIBER UNDER THIS ADDENDUM; WITH RESPECT TO LOSS OR CORRUPTION OF DATA; LOSS OF, OR DAMAGE TO, EQUIPMENT AND/OR SOFTWARE; SYSTEM RESPONSE TIMES, ACCESS DELAYS OR ACCESS INTERRUPTIONS; NOR COMPUTER VIRUSES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, IN NO EVENT SHALL TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO SUBSCRIBER, ARISING OUT OF OR FROM THIS ADDENDUM INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED AND EVEN IF TRANSUNION OR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, OR ANY ONE OR MORE OF THE FOREGOING PARTIES, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Subscriber shall have the right, and is encouraged by TransUnion, to maintain any other type of TransUnion-authorized connection to TransUnion for use in conjunction with the TransUnion Services and any other TransUnion services or services that Subscriber has purchased or licensed from TransUnion and which are not accessible via TransUnion Direct.
- 6. <u>Indemnification.</u> Subscriber shall indemnify and hold TransUnion harmless from any and all third-party claims, losses and damages, liability, and costs, including attorney's fees, against, or incurred by, TransUnion to the extent such claims, damages, liability and costs result directly or indirectly from: (a) Subscriber's negligence or intentional conduct; and/or (b) Subscriber's breach of its obligations under this Addendum including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via TransUnion Direct under this Addendum.
- 7. <u>Effect of Service Agreements.</u> Except as otherwise explicitly provided for in this Addendum, the terms and conditions of the Service Agreement(s) shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreement(s) and the terms of this Addendum, the terms of this Addendum shall control.
- 8. Entire Agreement. THIS ADDENDUM INCLUDING ALL EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM. THIS ADDENDUM MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

WHEREAS, the parties hereto, intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Addendum shall constitute an original and legally binding document.

#### COUNTY OF EL DORADO HEALTH AND HUMAN

#### TRANSUNION LLC

SERVICES	
Signature:	Signature:
Print Name: Brian Veerkamp	Print Name:
Title:Chair, Board of Supervisors	Title:
Date: 5-/2-15	Date:



#### TransUnion Direct Registration Request Form

Company Name: Count of El Dorado, Health an Human Services Agend	d	Dat	Date:			
	presentative or account	manager. Only registrati	both an existing TransUnic on forms submitted by a Ti			
This Registration Reques to TransUnion Direct. Th subscriber codes (as nee	ne Company Administrat	tor is to assign other Adm	nitted for each Location req inistrators and Users and t be accessed.	juiring access :heir eligible		
Initial Location name:	County of El Dorado H	ealth and Human Service	s Agency			
Location address:	3057 Briw Road					
City: Placerville		State: CA	Zip code: 95709			
Fax number: -						
Company Administrato	r					
Company Administrato	r: Jøjsan First Name, Middle i	Burne initial, Last Name				
Phone numbe	r: 52×/	21-5412				
Email Address	s: <u>jasen</u>	21-54/0 barne@edeg	20 ، ۷۵			

Back-up Company Admin	istrator (Recommended)				
Company Administrator:	Jeffrey Me First Name, Middle initial, La	c K < y st Name			
Phone number: Email Address:		358 Kay @ edcgav. Us			
Company Subscriber Code *Default Subscriber Code	<b>es</b> (List in order of most frequ	ent usage)			
Market/Submarket:	3.	6.			
*1,	4.	7.			
2.	5.	8.			
Individual Digital Certificates  Digital Certificates Requested: Yes X No					
Thank You. Pleas	se return the completed forn	n to your TransUnion Sales Repi	esentative.		
Sales Rep's Name:					
TransUnion Division:					
Phone number:		Fax number:  Mkt/submkt:			

E-mail address:  Company acct code:	Mkt/submkt:
(Corporate Use Only)	
Approved by:  Brian K. Veerkamp, Chair Subscriber  Approved by:	Date: 5-12-15  Date: 6/24/15
TransUnion Sales / Account Manager	

The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Program Manager II, or successor.

E-mail	address:	Mkt/submkt:	
Company a	cct code:		
(Corporate U	Jse Only)		
Approved by:	Brian K. Veerkamp, Chair Subscriber	Date	: <u>5-12-15</u>
Approved by:		——— Date	:
	TransUnion Sales / Account	: Manager	

The County Officer or employee with responsibility for administering this Agreement is Mark Contois, Program Manager II,