



November 19, 2012

El Dorado County
Office of the District Attorney

RE: LexisNexis® Advance

Dear District Attorney :

The purpose of this letter is to revise your existing Subscription Plan Amendment (the "Amendment") with LexisNexis. Effective as of 12/1/2012, the following will be added as a new Section to the Amendment:

Included in Subscriber's *lexis.com* subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription. Subscriber agrees to pay the then-current transactional charges applicable to Subscriber's use of out of plan content as such charges may be reviewed by Subscriber in the Lexis Advance user interface. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion. Notwithstanding the foregoing, Subscriber will be granted access to the following premium features during the term of the Amendment for no additional charge: Shepard's Graphical and Research Map.

This Letter Subscription shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

LN WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS LETTER. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

Please indicate your agreement to the foregoing changes by countersigning this Letter and returning it to your LexisNexis account representative, Amy Betz by 12/21/2012.

Sincerely,

LexisNexis Branch Office

AGREED TO AND ACCEPTED BY:

117PDQ

El Dorado County District Attorney

By:

Name:

Title:

Date:



Vern Pierson

District Attorney

12/27/12

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT****"Subscriber":** El Dorado County, Office of the
District Attorney**"LN":** LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
117PDQ	Placerville, CA
1331JQ	Placerville, CA

3. CERTIFICATION

Subscriber certifies, by completing all highlighted areas, that on the date this Amendment is signed by Subscriber there are 23 judges and attorneys, and 10 government professionals for a total of 33 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Federal	SBFFU2	Full
(b) California Material	SB0ECA	
(c) Witkin	ZZYWVK	
(d) Public Records: EZ Finder	RK0G6F	
(e) CALIFORNIA Docket	SPRDCA	
(f) CA Public Records Statewide	RKCASW	
(g) Public Records: Verdict	SPR002	
(h) Selected Business	JLSPR1	
(i) Public Records, less SmartL	RK0001	
(j) Public Records, plus SmartL	RK00SL	
(k) Public Records: Docket/Verd	SPR000	
(l)		
(m)		
(n)		
(o)		
☐ See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	12/1/2012	to	3/31/2013	\$ 1961
Beginning	4/1/2013	to	3/31/2014	\$ 2059
Beginning	4/1/2014	to	3/31/2015	\$ 2121
Beginning	4/1/2015	to	3/31/2016	\$ 2185
Beginning	4/1/2016	to	3/31/2017	\$ 2251
Beginning	4/1/2017	to	3/31/2018	\$ 2319
Beginning		to		\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

NIA
(initial)

Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until December 21, 2012. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the fifth Commitment Period on the last day of any calendar month upon at least 60 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

EL DORADO COUNTY OFFICE OF THE DISTRICT

LexisNexis, a division of Reed Elsevier Inc.

BY: 
NAME: Vern Pierson
TITLE: District Attorney
DATE: 12/27/12

BY: 
NAME: Mallory Jenkins
TITLE: Pricing Analyst
DATE: 1/18/13

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

COUNTY OF EL DORADO


John R. Knight, Chair, Board of Supervisors

12/18/12
Date

ATTEST:

James S. Mitrisin,
Clerk of the Board of Supervisors

By: 
Marcie MacFarland, Deputy Clerk

12/18/12
Date



LEXISNEXIS® CUSTOMER INFORMATION FORM
FOR ADVANCED GOVERNMENT SOLUTIONS MARKETS
FEDERAL & STATE GOVERNMENT

CUSTOMER CREDENTIALING PROCESS

At LexisNexis, we believe that information, used responsibly, provides tremendous benefits to society, businesses, government agencies and consumers. Our products and services are provided in strict compliance with all laws, rules and regulations, and are intended only for agencies which can provide adequate assurances of use consistent with such requirements. Some LexisNexis services include highly sensitive, personally identifiable information and LexisNexis takes its obligation to safeguard this information very seriously.

To that end, LexisNexis requires both new and existing customers to periodically undergo a credentialing process.

LexisNexis employs a strong, process-controlled framework to protect sensitive information and it is essential that LexisNexis knows who is requesting that data, what is being requested, and why. This ensures that individuals and entities about which we have information are appropriately protected.

To help us expedite the credentialing process, please:

- **Fill out this form in its entirety.**
- In some cases additional information is needed about the entity, individual contract signatory, and/or the main contact for credentialing purposes. If requested, please provide additional documentation or personal information.
- If your agency has just been formed or has recently moved, supplemental documentation may be needed to verify the entity. Providing documents such as a phone bill or lease with the completed form will expedite the credentialing process.

Documents we *may request* include:

- Agency Charter
- Driver's License
- Occupancy Permit
- Utility/Phone Bill (first page only, must contain address/phone number)
- Lease (must contain address/phone number)

The credentialing process includes a phone call or an email to the contract signatory or main contact to confirm the order.

LexisNexis respects the privacy of your personal information. Information obtained during the credentialing process will only be used for compliance related matters. For more detailed information, please see LexisNexis' Privacy Statement at <http://www.lexisnexis.com/terms/privacy>.

- ⇒ **Completion of all fields is required**
- ⇒ **Customer must sign printed copy of form**

AGENCY INFORMATION ("Customer")

Agency Name	El Dorado County District Attorney				
Physical Address	515 Main Street				
City	Placerville	State	CA	Zip	95667
Main Telephone Number	530-621-6472	Web Address	www.edcgov.us/eldoda/		

PERMISSIBLE PURPOSE CERTIFICATION

LexisNexis provides its customers with two (2) options regarding permissible purpose certification.

OPTION 1: Customers may opt to allow the display of all of the available GLBA and DPPA permissible purposes (set forth below) on-line to their internal users. At login, users will be required to certify to the specific, appropriate permissible use that permits their particular search or searches when accessing the LexisNexis online systems.

Please check here to select Option 1: ☐

OPTION 2: Customers may opt to limit or restrict the GLBA and DPPA permissible purposes that will be displayed to and selected by their internal users. At login, users will still be required to certify the specific, appropriate permissible use that governs their particular search or searches from the available subset of permissible purposes displayed when accessing the LexisNexis online systems.

Please check here to select Option 2: ☒

If an agency prefers OPTION 2, the Agency should certify the permissible purpose(s) below for GLBA and DPPA that should be displayed to its users by checking the appropriate boxes below. Only the permissible purposes checked below will then be displayed to the Agency's users.

GLBA PERMISSIBLE PURPOSE (Option 2 Only)

Some LexisNexis Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Agency certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Agency further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below and, if applicable, for the purpose certified to by each user electronically while using the LexisNexis Services:

Only Agencies selecting Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LexisNexis online systems.

		No GLBA permissible use.
	1.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
	1.(B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (Accurant Only).
X	2.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
	3.	In required institutional risk control programs.
	4.	In resolving customer disputes or inquiries.
	5.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
	6.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
	7.	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
	8.	To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, and public safety.

DPPA PERMISSIBLE PURPOSE (Option 2 Only)

Some LexisNexis Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Agency certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Agency further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose certified to by each user electronically while using the LexisNexis Services:

Only Agencies selecting Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LexisNexis online systems.

		No DPPA permissible use.
	1.	In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.
	2.	To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud.
☒	3.	Use by a government agency but only in carrying out its functions.
	4.	Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.
	5.	Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
	6.	In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer).
	7.	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurant Only)

MAIN CONTACT INFORMATION - As part of the credentialing process LexisNexis needs certain information about the Agency's Main Contact(s) as the Main Contact(s) may have access to sensitive password and identification numbers assigned to Agency's Authorized Users. In addition, an individual designated as a Main Contact will be designated by the Agency to verify account information and request changes to account information. Credentialing will be performed on the individual(s) listed below as well as the Agency. Please note that the credentialing process may include telephone or email contact with the individual(s) listed below; please provide main agency telephone number and email address through which the Main Contact may be reached.

MAIN CONTACT INFORMATION

Last Name Clinchard First Name James M.I. _____
Title Assistant District Attorney Main Telephone 530-621-6472
Email Address james.clinchard@edcgov.us

ADDITIONAL CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name Albin First Name Jodi M.I. _____
Title Fiscal Administrative Manager Main Telephone 530-621-6472
Email Address jodi.albin@edcgov.us

SIGNATURE OF Agency

By signing below, I, on behalf of the Agency, acknowledge that I have provided accurate and complete information required of me.

I acknowledge that completion of this document does not guarantee successful credentialing and I agree to be contacted and provide any additional information, if needed, in order to process this credentialing request.

Signature:

Name (please print):

Title:

Date:

Vern Pierson
District Attorney
12/27/12

