

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Data Breach and Credit Monitoring Services
Administered by the State of Idaho (hereinafter "Lead State")**

**Identity Theft Guard Solutions LLC (dba ID Experts)
Master Agreement No: MA16000145-2
(hereinafter "Contractor")**

And

**State of Idaho
(hereinafter "Participating Entity")**

1. Scope: This Participating Addendum (PADD) covers the Data Breach and Credit Monitoring Services contract led by the State of Idaho (Master Agreement No. MA16000145-02) for use by state agencies and other entities located in the Participating Entity, as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivision or other "Public Agencies," as defined by Idaho Code Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. Participating State Modifications or Additions to Master Agreement:

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

3.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other part, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the

date of the amendment, in order to be effective.

- 3.3 **Governing Law:** Notwithstanding any provision to the contrary, the State of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the State of Idaho, shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.
- 3.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise negotiated Cost Proposal prices by this amount.) This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 st Quarter	July 1-Sept 30	October 31 st
2 nd Quarter	Oct 1-Dec 31	January 31 st
3 rd Quarter	Jan 1-Mar 31	April 30 th
4 th Quarter	Apr 1-June 30	July 31 st

Email your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Katrina Day
Address	10300 SW Greenburg Rd., Suite 570, Portland, OR 97223
Telephone	503-788-9333
Fax	
E-mail	katrina.day@idexpertscorp.com



Participating Entity

Name	Valerie Bollinger
Address	650 W. State St., B-15, PO Box 83720, Boise, ID 83720-0075
Telephone	208-332-1631
Fax	208-327-7320
E-mail	Valerie.Bollinger@adm.idaho.gov

5. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the entity must include the Participating State contract number: **PADD16200941** as well as the Lead State Master Agreement No. **MA16000145-02**.

6. **Entire Agreement:** This PADD and the Master Agreement No. MA16000145-02, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating Entity, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating Entity: State of Idaho	Contractor: ID Experts
By: 	By: 
Name: Valerie Bollinger	Name: Paul O'Mara
Title: State Purchasing Manager	Title: EVP Sales and Services
Date: 4/8/16	Date: April 7th, 2016