PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
BACKGROUND INVESTIGATIONS
Administered by the State of Utah (hereinafter "Lead State")

MASTER PRICE AGREEMENT
American DataBank, LLC
Utah Contract Number: MA053
(hereinafter "Contractor")
And
State of Nevada
(hereinafter "Participating State")
Nevada RFP #1889
CETS Contract #13787

1. Scope: This addendum covers the WSCA Background Investigations contract lead by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the 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.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. SECURITY OF PERSONAL INFORMATION: Services performed under this Participating Addendum is subject to Nevada Revised Statute 603A.215 paragraphs 2 and 3.

b. CONSIDERATION: Parties agree that Contractor will provide these Background Investigations at a Not To Exceed amount of $100,000 for the contract term.

c. STATE TERMINATION FOR NON-APPROPRIATION: The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon

receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

d. REPORTING REQUIREMENTS: Contractor will provide quarterly reports of all services invoiced under the State of Nevada Participating Addendum. Unless otherwise agreed, the Quarterly Report for Background Investigations must be used for all quarterly reports.

NV QUARTERLY
REPORT FORM 1889.

Reports are to be submitted to the name and address listed on the form on or before the 30th of the month following the end of each state fiscal quarter.

The State's quarters are:

Quarter:	**Quarterly Report Due:**
July 1 – September 30	October 30
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30

Failure to provide these quarterly reports in a timely manner may result in the assessment of one or more of the following:

- **Participating Addendum suspension; and**
- **Participating Addendum termination.**

4. Purposely Left Blank

5. Primary Contacts: The primary contact for this participating addendum is as follows (or their named successors):

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Lead State

Name	Jennifer Porter
Address	Utah Division of Purchasing & General Services 3150 State Office Building, Capitol Hill Salt Lake City, UT 84114
Telephone	801-538-3064
Fax	801-538-3882
E-mail	jenniferporter@utah.gov

Contractor

Name	Susan Bourdelais
Address	American DataBank, LLC 910 16th Street, 5th Floor Denver, CO 80202
Telephone	800-200-0853
Fax	303-565-5091
E-mail	cs@americandatabank.com

Participating Entity

Name	Colleen G. Janes
Address	Nevada State Purchasing Division 515 E. Musser Street, Third Floor Carson City, NV 89701
Telephone	775-684-0186
Fax	775-684-0188
E-mail	cjanes@admin.nv.gov

6. Purposely Left Blank

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # MA053 ".

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 1889 and the Lead State price agreement number: MA053.

This Participating Addendum and the Master Price Agreement number MA053 (administered by the State of Utah) 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Purposely Left Blank.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Nevada	Contractor: American Databank, LLC
By: Greg Smith	By: Susan Bourdelais
Name: Greg Smith	Name: Susan Bourdelais
Title: Administrator, Nevada State Purchasing Division	Title: Director, Business Development
Date: 8-24-12	Date: 08/23/2012

Participating State: Nevada	Participating State: Nevada
By:	By:
Approved as to form by:	Approved by:
Name: Jeffrey Menicucci	Board of Examiners
Title: Deputy Attorney General for Attorney General	
Date: 29 Aug 12	Date: 10/9/12

Western States Contracting Alliance

QUARTERLY REPORT
FOR BACKGROUND INVESTIGATIONS
FOR STATE OF NEVADA PARTICIPATING ADDENDUM #1889 TO STATE OF UTAH – STATE COOPERATIVE CONTRACT #MA053

(Checkmark appropriate quarter)

OCTOBER - DECEMBER _____ JANUARY - MARCH _____ APRIL - JUNE _____ JULY - SEPTEMBER _____

CALENDAR YEAR: _____

VENDOR NAME: _____

Submitted by: (person) _____ Telephone: _____

Send reports on or before **January 30, April 30, July 30, and October 30** annually throughout the life of contract. E-mail is the preferred method of submitting quarterly reports.

Send to:
Nevada State Purchasing Division
515 E. Musser Street, Third Floor
Carson City NV 89701
(775) 684-0186
(775) 684-0188 (fax)
E-mail Address: srvpurch@admin.nv.gov

NAME OF AGENCY REQUESTING SERVICES	DESCRIPTION OF SERVICES ORDERED	$ AMOUNT BILLED THIS QUARTER
	TOTAL AMOUNT BILLED FOR QUARTER:	

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT