

FORM APPROVED COUNTY COUNSEL 5/18/16  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

327



**FROM:** Riverside County Information Technology (RCIT) and Purchasing and Fleet Services

**SUBMITTAL DATE:**  
 May 18, 2016

**SUBJECT:** Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Service Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh Inc., All Districts [\$20 million total]; [\$4,000,000 annually]; 100% Department Budgets

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute Maintenance Service Agreements with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, and Xerox for existing Multifunctional Devices in the amount of \$300,000 each annually for an aggregate maximum total of \$1.5 million per year, for a period of five (5) years; and,
2. Approve and execute the Service Agreements with HP and Ricoh for Print Management Services, Equipment Purchases and Maintenance Agreements in the amount of \$1.25 million each annually for an aggregate maximum total of \$2.5 million per year, for a period of five (5) years; and,

(continued on page 2)

*Lisa Brandl*

Lisa Brandl, Director  
 Purchasing and Fleet Services

*Steve Reneker*

Steve Reneker  
 Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 333,333	\$ 4,000,000	\$ 20,000,000	\$ 4,000,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$	\$	\$	\$	

**SOURCE OF FUNDS:** Department Budgets  
 Budget Adjustment: No  
 For Fiscal Year: 15/16 - 19/21

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

*Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

3)

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that recommendation 1 is approved as recommended and that staff bring back recommendation 2 with more details on June 21, 2016 at 9:00 a.m.

Ayes: Jeffries, Washington and Benoit  
 Nays: None  
 Absent: Tavaglione and Ashley  
 Date: June 7, 2016  
 xc: RCIT, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Aileen Barton*  
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: District: ALL Agenda Number:

3-31

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh Inc., All Districts [\$20 million total]; [\$4,000,000 annually]; 100% Department Budgets**

**DATE: May 18, 2016**

**PAGE: 2 of 3**

**RECOMMENDED MOTIONS: (Continued from page 1)**

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the agreement; (b) move the allocated funds among the vendors not to exceed the annual aggregate maximum total; and (c) sign amendments to the compensation provisions that do not exceed 10% of the aggregate total.

**BACKGROUND:**

**Summary**

County departments maintain a fleet of various multifunction printers/scanners/fax devices (MFDs) that are supported by awarded vendors. RCIT and Purchasing and Fleet Services worked together to identify the various service needs of county departments in order to establish new contract awards. Additionally, the agreements presented for approval align with RCIT's adopted technology standards to provide greater efficiencies. Below is a summary of the service agreements presented for approval.

**Print Management Services:**

RCIT is encouraging departments to utilize Print Management Services as it provides a full-service support program for MFDs. Under a Print Management Service, the vendor is responsible for direct customer support and has required service levels for problem resolution, management, optimizing, support, and maintenance of the MFDs. The agreements presented for approval allow departments to contract for Print Management Services from HP or Ricoh, as they are the new countywide technology standard for new equipment purchases and print management service agreements. If county departments begin utilizing Print Management Services, based on the number of devices and printed pages in the county, it is estimated departments could collectively save as much as 40-50% of the estimated annual \$3.5 million toner spend, which is based on data from Supply Services and recent bid activity. Print Management Services may serve a department's existing inventory of MFDs (including toner – which is one of the highest supply costs for departments) and also provides for new MFDs as the existing inventory is retired, as well as for additional equipment as departments' needs increase.

**Maintenance Services:**

Approval of the Maintenance Service Agreements allows county departments to continue to receive various services from the vendors for lease arrangements, maintenance and repairs, and rental agreements relating to their existing MFD inventory through the life cycle of the equipment. As the equipment is replaced, county departments will lease or purchase new replacement equipment using RCIT's adopted equipment standards. Based on analysis from the county's financial system, annual maintenance service costs countywide were \$2.5 million last fiscal year. The recommended aggregate agreement amount is lower this time due to the declining use of copiers countywide and the projected increased use of Print Management Services. Due to the complexity and variety of MFDs at county departments, it is difficult to estimate total annual savings. Estimated savings, based on an average-sized black and white copier printing 55 pages per minute, is 28% lower than previous contracts for the same maintenance service.

**Equipment Purchases:**

During the course of this work effort, RCIT adopted hardware technology standards of HP and Ricoh for MFDs. Implementing technology standards sets a path for future savings and efficiencies. However, there is always a transition period for migrating to the standardized equipment and services. To align with RCIT's adopted standards, and also allow departments who receive state, federal or grant funds who may require utilizing the funds for capital purchases only, agreements for equipment purchases are presented for approval with HP and Ricoh. As an estimate of potential purchases, and based on

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh Inc., All Districts [\$20 million total]; [\$4,000,000 annually]; 100% Department Budgets**

**DATE: May 18, 2016**

**PAGE: 3 of 3**

data collected from the Recommended FY15/16 Budget submittal, forty two (42) copier purchases were approved for an estimated amount of \$317,866; an average cost of \$7,568 per device.

**Impact on Citizens and Businesses**

Utilizing a single set of technology standards and services is a critical step towards building a solid foundation for shared resources and efficiencies for county departments.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

County departments will contract directly with the awarded vendors. The individual department's MFD services costs are not within RCIT's rates or budget; departments pay for these costs directly. The requested contract amounts also allows for anticipated increases in needed services resulting from departments expanding into additional offices/facilities.

**Contract History and Price Reasonableness**

The Purchasing Department, on behalf of the County, issued a bid Request for Proposal PUARC-1423A for a countywide multifunctional device agreement which includes options to rent, lease, purchase, and service agreements. The RFP notification was viewed by 73 companies, and the County received bids from 15 companies. After a comprehensive evaluation by RCIT, it was determined that Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox, and Ricoh will be awarded maintenance service agreements to maintain existing equipment through its life cycle. HP and Ricoh Inc. contracts will provide for new equipment purchases and print management services.

Below is a summary table of the agreements presented for approval:

Description	Advanced Copy Systems	Burtronics	Canon	Konica Minolta	Xerox	Ricoh	HP
Maintenance Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment Purchases						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Print Management Services						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3-31**

(1)

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that recommendation 1 is approved as recommended and that staff bring back recommendation 2 with more details on June 21, 2016 at 9:00 a.m. from RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND PURCHASING AND FLEET SERVICES regarding Approval of Maintenance Service Agreements for Existing Multifunctional Devices with Advanced Copy Systems, Burtronics, Canon, Konica Minolta, Xerox and Ricoh; and Approval of Service Agreements for Print Management Services, Equipment Purchases and Maintenance Services with HP and Ricoh, Inc.

Roll Call:

Ayes: Jeffries, Washington and Benoit  
Nays: None  
Absent: Tavaglione and Ashley

(2)

On Motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Jeffries, Washington and Benoit  
Nays: None  
Absent: Tavaglione and Ashley

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on June 7, 2016 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: June 7, 2016  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.  
3-31

xc: RCIT, Purchasing

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ADVANCED COPY SYSTEMS, INC.**



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This Agreement, made and entered into this 7<sup>th</sup> day of June, 2016, by and between ADVANCED COPY SYSTEMS, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and Attachment III, HIPAA Business Associate Attachment to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-001-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,



COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

County of Riverside Purchasing  
2980 Washington Street  
Riverside CA, 92504  
Attn: Procurement Contract Specialist

**CONTRACTOR**

ADVANCED COPY SYSTEMS, INC.  
571 East Redlands Blvd.  
San Bernardino, CA 92408  
Attn: Walter Ferguson

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.



**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

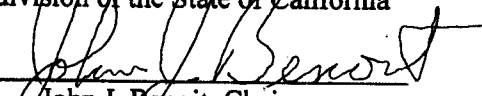
**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

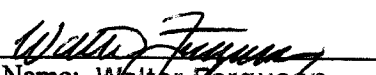
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ADVANCED COPY SYSTEMS, INC.

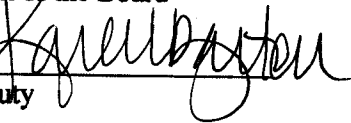
By:   
John J. Benoit, Chairman  
Board of Supervisors

By:   
Name: Walter Ferguson  
Title: President

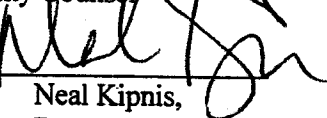
Dated: JUN 07 2016

Dated: May 19, 2016

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Neal Kipnis,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters from the manufacturer authorizing the performance of services.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current pricing information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the COUNTY.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTOR shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR to provide maintenance agreement optimization. This shall include but not limited to, quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTOR shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request at no additional cost for up to four multifunctional devices in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon. The CONTRACTOR must include up to a 50 mile radius from original location to new location as part of their moving services made part of the maintenance and support agreement. The COUNTY may request then current pricing for moving services over 50 miles or when exceeding four multifunctional devices move request.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.



The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS for this service.

J. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers' standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturers' warranty service on-site, unless specifically noted as otherwise. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the

Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**W. MAINTENANCE PERFORMANCE STANDARDS:**

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- W-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- W-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.
- W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

- W-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- W-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- W-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- W-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
- a) Model, serial number and location
  - b) Date, time and description of each service
  - c) Meter reading at each service call
  - d) Length of time the equipment was out of service
  - e) Name/initials of the technician
- W-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- W-10 Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.
- X. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)**  
CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.
- X-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.

**Y. TECHNICIANS:**

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

Y-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.

Y-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

**Z. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:**

Z.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

Z-1.1 Date/time of call

Z-1.2 Location of problem

Z-1.3 Stated problem

Z-1.4 Stated repair/solution

Z-1.5 Response time of CONTRACTOR to the call

Z-1.6 Repair time

Z.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

**AA. SECURITY**

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

**BB. EXISTING MAINTENANCE CONTRACTS:**

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

CC. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.

**EXHIBIT B**  
**Payment Provisions**

**BLKWHT MFD MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

<b>CPM10 MONTH VOLUME 0-2,500</b>	<b>UNIT</b>	<b>FIXED COST</b>
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0079
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0079
Monthly Base	Monthly	0
<b>CPM20 MONTH VOLUME 2,500 to 5,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0079
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0079
Monthly Base	Monthly	0
<b>CPM 25 MONTH VOLUME 5,000 TO 10,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$77.00
Unit Overage Cost	Per Click	.0077
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
<b>CPM 28 MONTH VOLUME 10,000 TO 20,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$59.00
Unit Overage Cost	Per Click	.0059
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0059
Monthly Base	Monthly	0
<b>CPM 35 MONTH VOLUME 20,000 TO 30,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$59.00
Unit Overage Cost	Per Click	.0059



<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0059
Monthly Base	Monthly	0
<b>CPM 45 MONTH VOLUME 30,000 TO 40,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$57.00
Unit Overage Cost	Per Click	.0057
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0057
Monthly Base	Monthly	0
<b>CPM 50 MONTH VOLUME 45,000 TO 50,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$55.00
Unit Overage Cost	Per Click	.0055
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.0055
Monthly Base	Monthly	0
<b>CPM 60 MONTH VOLUME 50,000 TO 60,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$99.80
Unit Overage Cost	Per Click	.00499
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.00499
Monthly Base	Monthly	0
<b>CPM 72 MONTH VOLUME 60,000 TO 75,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$99.80
Unit Overage Cost	Per Click	.00499
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.00499
Monthly Base	Monthly	0
<b>CPM 80 MONTH VOLUME 75,000 TO 100,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$159.60
Unit Overage Cost	Per Click	.00399
<b>PER CLICK (No Volume commitment)</b>		
Per click cost	Per Click	.00399
Monthly Base	Monthly	0

**BLKWHT AND COLOR MFD MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

<b>CPM10 MONTH VOLUME 0-2,500</b>	<b>UNIT</b>	<b>FIXED COST</b>
<b>POOLED (Based on the highest monthly volume) BLKWHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0077
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
<b>PER CLICK (No Volume commitment) BLKWHT</b>		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
<b>CPM20 MONTH VOLUME 2,500 to 5,000</b>		
<b>POOLED (Based on the highest monthly volume) BLKWHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$39.50
Unit Overage Cost	Per Click	.0077
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
<b>PER CLICK (No Volume commitment) BLKWHT</b>		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.051
Monthly Base	Monthly	0

<b>CPM 25 MONTH VOLUME 5,000 TO 10,000</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	77.00
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
<b>CPM 28 MONTH VOLUME 10,000 TO 20,000</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$77.00
Unit Overage Cost	Per Click	.0077
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	\$25.50
Unit Overage Cost	Per Click	.051
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0077
Monthly Base	Monthly	0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.051
Monthly Base	Monthly	0
<b>CPM 35 MONTH VOLUME 20,000 TO 30,000</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	\$138.00
Unit Overage Cost	Per Click	.0069

<b>POOLED (Based on the highest monthly volume)</b>		
<b>BLK/WHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$24.80
Unit Overage Cost	Per Click	.0496
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	.0069
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.0496
Monthly Base	Monthly	0
<b>CPM 45 MONTH VOLUME 30,000 TO 40,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
<b>BLK/WHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
<b>POOLED (Based on the highest monthly volume)</b>		
<b>COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$23.95
Unit Overage Cost	Per Click	.0479
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	.0066
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.0479
Monthly Base	Monthly	0
<b>CPM 50 MONTH VOLUME 45,000 TO 50,000</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
<b>BLK/WHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
<b>POOLED (Based on the highest monthly volume)</b>		
<b>COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$23.95
Unit Overage Cost	Per Click	.0479
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	.0066

Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.0479
Monthly Base	Monthly	0
<b>CPM 60 MONTH VOLUME 50,000 TO 60,000</b>		
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$132.00
Unit Overage Cost	Per Click	.0066
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$21.85
Unit Overage Cost	Per Click	.0437
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	.0066
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.0437
Monthly Base	Monthly	0
<b>CPM 80 MONTH VOLUME 75,000 TO 100,000</b>		
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$98.00
Unit Overage Cost	Per Click	.0049
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	\$38.90
Unit Overage Cost	Per Click	.0389
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	.0049
Monthly Base	Monthly	0
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	.0389
Monthly Base	Monthly	0

**PLOTTERS BLKWHT AND COLOR MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

<b>42 inch plotters (blk/wht) low volume</b>	<b>UNIT</b>	<b>FIXED COST</b>
<b>POOLED (Based on the highest monthly volume) BLKWHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>PER CLICK (No Volume commitment) BLKWHT</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>42 inch plotters (blk/wht) low &amp; high volume</b>		
<b>POOLED (Based on the highest monthly volume) BLKWHT</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>PER CLICK (No Volume commitment) BLKWHT</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A

<b>42 inch plotters (blk/wht) high volume</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>42 inch plotters (color) low volume</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
PER CLICK (No volume commitment) BLK/WHT		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
PER CLICK (No volume commitment) COLOR		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>42 inch plotters color low &amp; high volume</b>		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A

<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>42 inch plotters color high volume</b>		
<b>POOLED (Based on the highest monthly volume)</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>POOLED (Based on the highest monthly volume) COLOR</b>		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	N/A
<b>PER CLICK (No Volume commitment) BLK/WHT</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A
<b>PER CLICK (No Volume commitment) COLOR</b>		
Per click cost	Per Click	N/A
Monthly Base	Monthly	N/A



**Attachment I  
MULTIFUNCTIONAL DEVICE STANDARDS**

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below (RCIT\_StrategicPlan\_FY1516\_12-09-15)

County of Riverside Technology Standards	
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
GIS Tools	ESRI ArcGIS
Open Data Platform	Socrata
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

**Attachment II**



**PERSONAL PROPERTY LOAN AGREEMENT**

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

**Attachment II Cont.**

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: \_\_\_\_\_

Company \_\_\_\_\_

\_\_\_\_\_

Address

\* Return signed original to Purchasing's Equipment Loan File.

**Attachment II Cont.**

**Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)**

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

**Attachment III**

**HIPAA Business Associate Agreement  
Addendum to Contract**

Between the County of Riverside and \_\_\_\_\_

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.



3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
    - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
    - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**MULTIFUNCTIONAL DEVICE MAINTENANCE SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**BURTRONICS BUSINESS SYSTEMS**





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This Agreement, made and entered into this 7<sup>th</sup> day of June, 2016, by and between BURTRONICS BUSINESS SYSTEMS, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Attachment I-Multifunctional Device Standards, Attachment II- Personal Property Loan Agreement and Attachment III, HIPAA Business Associate Attachment to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$300,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(CONTRACTOR must obtain COUNTY invoice address)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-60072-018-05/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance



of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

County of Riverside Purchasing  
2980 Washington Street  
Riverside CA, 92504  
Attn: Procurement Contract Specialist

**CONTRACTOR**

Burtronics Business Systems  
216 South Arrowhead Ave  
San Bernardino, CA 92408  
Attn: Randy Hlebasko

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: John J. Benoit  
John J. Benoit, Chairman  
Board of Supervisors

Dated: JUN 07 2016

BURTRONICS BUSINESS SYSTEMS

By: Randy Hlebasico  
Name: RANDY HLEBASICO  
Title: GENERAL MANAGER

Dated: 5/19/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: Karen Boyton  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Neal Kipnis  
Neal Kipnis,  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICE**

This Agreement is for the maintenance and support (including toner and staples) of all products identified in Exhibit B (PAYMENT PROVISIONS). In addition, this agreement includes training, installation, moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

1.0 CONTRACTOR requirements:

A. AUTHORIZED DEALER:

CONTRACTOR must be authorized by the manufacturer to service all products awarded under this contract. CONTRACTOR shall maintain these supplier agreements in good standing for the term of the contract. CONTRACTOR must be in possession of agreements and maintain certificates and/or letters from the manufacturer authorizing the performance of services.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current pricing information at Riverside County Purchasing offices in the format requested by the purchasing Department. This may include special forms (supplied by the County) and/or PC based information and spread sheets. The CONTRACTOR will be required to provide product literature and have equipment available to demonstrate as required by the COUNTY.

C. COUNTY STANDARDS

CONTRACTOR's equipment must meet the minimum required options, features, volumes, and required up-time as indicated in the COUNTY standard sheet ATTACHMENT I. The COUNTY will obtain services from the awarded CONTRACTOR that is authorized by the manufacturer to perform maintenance and support on equipment. The COUNTY will utilize the awarded CONTRACTORS first based on manufacturer. The COUNTY may seek services outside of this agreement if CONTRACTOR is unable to provide services or not authorized by the manufacturer to provide services.

D. DISCOUNT PROTECTION:

CONTRACTOR shall pass on to the COUNTY any price declines received from manufacturers immediately.

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR to provide maintenance agreement optimization. This shall include but not limited to quarterly usage reports, new rates, pooled plans, per click rates, and identify/determine lowest rate(s) applicable. After the initial maintenance agreement with the COUNTY department and/or Agency, the CONTRACTOR will routinely identify equipment that is not on the most optimized rates and work with the COUNTY to place the user on the most optimized maintenance plan.

F. LOAN AGREEMENT:

CONTRACTOR shall not deliver products or other items to the COUNTY as loaner equipment use prior to receipt of a "Personal Property Loan Agreement" (Attachment II). The products and/or other items shall be returned to the CONTRACTOR at the end of the Loan Agreement period.

G. PRE-SALES CONSULTING:

CONTRACTOR shall provide, on request, pre-sales on-site user consulting services that include, but are not limited to, user consultations, written configurations, price quotes, equipment demonstrations and reliable information regarding current and new technology within the manufacturer's product line and the industry.

H. MOVING SERVICES:

The CONTRACTOR shall provide moving services as part of their maintenance and support. Included in the annual maintenance shall be one moving request at no additional cost for up to four multifunctional devices in a single day under maintenance or recently removed from a maintenance plan. Moving services shall include onsite equipment pick up, disassemble of equipment, delivery to new location and reassemble of equipment. Equipment must be functional at new location after move unless otherwise agreed upon. The CONTRACTOR must include up to a 50 mile radius from original location to new location as part of their moving services made part of the maintenance and support agreement. The COUNTY may request then current pricing for moving services over 50 miles or when exceeding four multifunctional devices move request.

I. HARD DRIVE DISPOSAL

The CONTRACTOR shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of multifunctional devices hard drives or other related media made part of the equipment. The CONTRACTOR must meet or exceed the ANSI Standards for this service. The responsible department may designate a County employee to witness the process. The CONTRACTOR must provide the COUNTY with a certificate of destruction that will be required to be signed by both the CONTRACTOR and COUNTY. The original signed Certificate of Destruction will be maintained by the requesting department. The Certificate must include the following information:

- I-1. Date of Destruction
- I-2. Method of Destruction
- I-3. Description of the disposed records (Provided by the department and attached)
- I-4. Inclusive dated covered (Provided by the department and attached)
- I-5. A statement of the records were destroyed in the normal course of business
- I-6. Signatures of individuals supervising and witnessing the destruction

Hard drives or other related media must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CD's, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped and pulverized.

The COUNTY reserves the right to remove the multifunctional devices hard drives or other related media made part of the equipment without notifying the CONTRACTOR and may utilized other outside CONTRACTORS for this service.

J. TRAINING:

CONTRACTOR must provide "Key Operator" training and general operator training upon installation of each equipment, and as required by the using department at no additional charge to the County throughout the agreement.

K. INSTALLATION:

CONTRACTOR must conduct a pre-site survey to assist in the sitting and planning for all products if requested at no additional cost. CONTRACTOR must discuss electrical, IT and all other requirements for site preparation and provide a schematic drawing with dimensions and connections of the site for the COUNTY to use to prepare the site if requested. The COUNTY will arrange for delivery and installation after site modifications are completed. All work must be performed Monday through Friday (excepting County holidays) between the hours of 8:00 a.m. and 4:00 p.m. All products must be installed within 5 working days after delivery date and must be operational within 5 working days after installation date unless otherwise agreed to by COUNTY ordering department.

L. EQUIPMENT WARRANTIES:

CONTRACTOR shall warrant all products purchased, per the original manufacturer warranty provision as a minimum, as well as any subsequent models requested during the life of the contract, to be free from defects in material and workmanship for a minimum period of one year from the date of delivery. Equipment warranty service shall be provided on-site for one year warranty period. This provision has precedence over the manufacturers' standard warranty.

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

The COUNTY department ordering the equipment shall be notified of warranty expiration on all purchased equipment in writing within 90 days of the date of expiration. The COUNTY department ordering equipment shall also be given a written estimate of the cost for extending any of the product warranties.

N. EQUIPMENT WARRANTY SUPPORT:

On-site service problem resolution or replacement of failed equipment shall be provided within 24 hours. Extended on-site warranty service must be provided at a stated rate. Shipping will be paid by the sender in all cases. Turn-around repair or replacement time for returned equipment shall be no more than 10 working days. CONTRACTOR shall honor all manufacturers' warranty service on-site, unless specifically noted as otherwise. CONTRACTOR shall provide comparable loaner equipment, at no additional charge, if requested, when equipment cannot be repaired within 24 hours of technicians first on-site service attempt. The delivery time frame for the loaner equipment shall not exceed 48 hours from the technician's first on-site service attempt unless otherwise negotiated with the requesting department.

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within 5 working days, notify all affected COUNTY departments and Purchasing and replace at CONTRACTOR's cost all such faulty equipment immediately and not wait for actual failure.

P. MANUFACTURER CONSISTENCY:

CONTRACTOR shall not change the model number and specifications of equipment from contract and current price list without notifying the Riverside County Departments and Agencies and obtaining written approval for such change from the Riverside County Purchasing Department. Failure to adhere to this requirement may be cause for contract termination, return of equipment to the reseller at no cost to the COUNTY, and a charge to the reseller for any additional costs incurred by the COUNTY to secure the correct equipment from a different source.

Q. MANUALS:

CONTRACTOR shall provide manuals and documentation for all equipment at time of delivery. Additional manuals may be requested by Departments/Agencies at no additional charge to the County.

R. MANAGEMENT REPORTS:

R.1. CONTRACTOR shall provide contract management reports to the all COUNTY departments for their equipment purchases on a quarterly basis and upon request by COUNTY or COUNTY department. These reports shall include:

R-1.1. Number and dollar volume of sales by category

R-1.2. Delivery Dates

R-1.3. Order dates

R-1.4. Model

R-1.5. Serial number

R-1.6. Beginning and ending meter readings

R-1.7. County agency/department

R-1.8. Location of product (address)

R-1.9. Requesting person

R-1.10. Repair records (e.g. average response time, length of down time, number of service calls)

R-1.11. Types of failures

R.2. A current accounts payable/receivable report will list all invoice dates and payment due by COUNTY department. All reports must be accurate, complete and available in an electronic media. At least twice each year, CONTRACTOR will submit Customer Surveys requesting the departments to rate the CONTRACTOR's service, promptness, accuracy of delivery, and thoroughness of customer introduction to the new equipment (model, documentation, maintenance procedure, etc.). Results of these surveys are to be submitted to Riverside County Purchasing. Failure to provide Customer Surveys will be grounds for cancellation of contract.

R.3. The County of Riverside Purchasing department requires the quarterly reports of all equipment maintenance for the COUNTY (Departments and Agencies).

S. NEW TECHNOLOGY AND VENDOR SHOWS:

CONTRACTOR shall provide informational notifications on new technologies to the COUNTY at comparable discounts. CONTRACTOR shall make new technologies available to COUNTY Departments for at least thirty (30) days to review and evaluate, and at other times to introduce new technologies and/or products changes/enhancements. CONTRACTOR is expected to participate and to provide display of contract equipment, at COUNTY locations to assist the manufacturer with promotion of new equipment that may be of benefit to the COUNTY.

T. WARRANTY MAINTENANCE:

CONTRACTOR shall be capable of providing manufacturer's certified repair services for all equipment purchased for the standard and/or extended warranty period provided by manufacturer and/or CONTRACTOR. This service support will be required regardless of which CONTRACTOR originally sold the warranted equipment.

U. MAINTENANCE SERVICES:

U.1. CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased. The CONTRACTOR may be required to assume responsibility for maintenance of other equipment not sold by the CONTRACTOR if the equipment is the same brand offered by the CONTRACTOR. The County has the right to split the award or do what is most advantageous to the County.

U.2. All work performed under this contract shall be in full compliance with the contract requirements and all applicable federal, state, local, industry and regulatory requirements. CONTRACTOR must warranty each repair or completed service call for a period of 90 days. All routine maintenance shall be performed in accordance with manufacturer's recommendations. OEM parts must be used when the replacement of parts is needed on all products. If no OEM parts are available to the County, after market replacements parts may be accepted upon the approval of the County.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to the entire County of Riverside. There are five districts that make up the County of Riverside. CONTRACTORS must meet performance standards as specified in Section W of this contract for all districts. Failure to meet these requirements may result in the termination of maintenance contract.

District 1

The First District includes areas within the City of Riverside (the La Sierra and Arlington communities), as well as the cities of Murrieta, Temecula, and Lake Elsinore. The District also comprises unincorporated communities including Lakeland Village, Lake Mathews, Mead Valley, Wildomar and Santa Rosa Rancho, as well as portions of Gavilan Hills and Woodcrest.

District 2

The Second District includes the cities of Corona and Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, Casa Blanca, and the

Eastside Community. Unincorporated communities within the 2nd Supervisorial District include the Jurupa Valley (Rubidoux, Glen Avon, Sunnyslope, Pedley, Mira Loma); and Home Gardens, El Cerrito, Corona, and Green River.

District 3

The Third District includes: the cities of and the unincorporated community of Pinyon Pines, the cities of Canyon Lake, Hemet and San Jacinto and the unincorporated areas of Anza, Aguanga, Idyllwild, Menifee Valley, Valle Vista, Winchester, Wine Country, Temecula and Murrieta.

District 4

The Fourth District are the cities of parts of Banning, Beaumont, Calimesa, and Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella and Blythe (as well as a portion of Desert Hot Springs). Major unincorporated areas in this district include Sky Valley, Thermal, Desert Center and the Palo Verde Valley.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, Desert Hot Springs and northern Palm Springs. Unincorporated Areas - Nuevo, Lakeview, Juniper Flats, Meadowbrook, Good Hope, a portion of Mead Valley, Romoland, Homeland, Green Acres, Highgrove, Box Springs, Pigeon Pass, Reche Canyon, San Timoteo Canyon, Oak Valley, Cherry Valley, Banning Bench, Cabazon, Palm Springs Village and Palm Springs West.

**W. MAINTENANCE PERFORMANCE STANDARDS:**

Service performance standards have been established by the County and must be maintained. Failure to meet these requirements may result in the termination of maintenance contract.

The County requires full onsite maintenance. The following service standards must be met:

- W-1. The CONTRACTOR must be able to provide maintenance service to all areas of the County. The County requires a one-point service contact location, which will be responsible for all service requirements.
- W-2. The County has established maximum 4 business hour on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.
- W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.
- W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

- W-5. Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.
- W-6. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.
- W-7. Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.
- W-8. The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:
- a) Model, serial number and location
  - b) Date, time and description of each service
  - c) Meter reading at each service call
  - d) Length of time the equipment was out of service
  - e) Name/initials of the technician
- W-9. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department contact prior to technicians' departure.
- W-10. Each individual piece of equipment will maintain an average UP time of 90% during the five (5) year life of the equipment. This up time is exclusive of operator caused damage or error. Equipment that fall below this level of up time in any six-month period, and suitably sized for their placement, shall be replaced with a comparable model at no charge to the County. The County must approve of comparable model before replacement model is installed.

**X. COMSUMABLES/SUPPLIES/PARTS (INCLUDES TONER, INK AND DRUMS)**

CONTRACTOR is required to provide original equipment manufacturer (OEM) for all consumable supplies and/or parts. For any reason the CONTRACTOR is not able to provide OEM consumable supplies and/or parts, the CONTRACTOR must notify the COUNTY. Any alternatives must be approved by the COUNTY prior to use.

X-1 Consumable such as toner and/or ink shall be shipped directly to the COUNTY at no additional cost. The COUNTY will not provide storage for any consumable supplies and/or parts. It is the intent that networked devices monitored under maintenance or print managed services have the capability to managing consumable supply orders as needed. It will be at the discretion of the COUNTY department if automatic consumables (toner/ink) ordering will be approved for use.



Y. TECHNICIANS:

Technician's performance standards have been established by the County and must be maintained. Failure to meet these requirements may disqualify your bid or if awarded the contract, may result in the termination of maintenance contract.

- Y-1 Technicians must be certified by manufacture in all equipment training and repair services. Failure to maintain certified Technicians will be grounds for cancellation of contract.
- Y-2 Technicians must be able to perform a full range of servicing and repair service which include but not limited to diagnostics, troubleshooting, installation, removal, replacement of parts, provide training, and configuration.

Z. HELP DESK, TELEPHONE and ONLINE TECHNICAL SUPPORT:

Z.1 CONTRACTOR shall provide 7 am to 6 pm PST/PDT Monday through Friday telephone technical support, and online technical support through the Internet in the event of problems or questions concerning operation of manufacturer's equipment and software delivered and installed at the user site. Response to telephone calls shall be within one (1) working hour of all contracted services and products delivered. CONTRACTOR must provide an 800 number and sufficient phone lines to handle a minimum of six (6) concurrent COUNTY calls. If services are subcontracted, the subcontractor name and location of its offices must be provided in the bid .CONTRACTOR shall provide a help desk to support manufacturer's COUNTY installations. CONTRACTOR shall log all help desk calls and provide reports on a monthly basis to Purchasing Department and on request by other COUNTY departments. These reports shall include:

- Z-1.1 Date/time of call
- Z-1.2 Location of problem
- Z-1.3 Stated problem
- Z-1.4 Stated repair/solution
- Z-1.5 Response time of CONTRACTOR to the call
- Z-1.6 Repair time

Z.2 CONTRACTOR must establish a service level agreement based on the COUNTY's hardware experience. Failure to meet the terms of the service level agreement will be grounds for cancellation of contract.

AA. SECURITY

CONTRACTOR must provide security features or options for all equipment. Due to confidential files and reports, departments may request special security features to ensure the protection of the County.

BB. EXISTING MAINTENANCE CONTRACTS:

The COUNTY, at its option, may elect to change the maintenance contracts on existing County owned devices to the CONTRACTOR authorized to service within the awarded list of CONTRACTORS for this service. The COUNTY may seek services outside of the awarded CONTRACTORS for any reason.

CC. AUTHORIZED THIRD-PARTY MAINTENANCE:

CONTRACTOR or their agents must be authorized by the manufacturer to repair its products and honor the conditions during the warranty period. The CONTRACTOR must submit letters from the manufacturers proposed for use to the COUNTY showing the CONTRACTOR is authorized to repair those products. CONTRACTOR shall maintain these maintenance agreements in good standing for the term of the contract.



**Exhibit B- Payment Provisions**

**BLKWHT MFD MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black and White prints for multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier			Toshiba			Konica		
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST	
<b>CPM10 MONTH VOLUME 0-2,500</b>	MP2501		207L		224e				
POOLED (Based on the highest monthly volume)	Monthly	14.35	Monthly	14.35	Monthly	14.35	Monthly	14.35	
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Unit Overage Cost									
PER CLICK (No Volume commitment)	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Per click cost	Monthly		Monthly		Monthly		Monthly		
Monthly Base	MP2501		207L		224e				
<b>CPM20 MONTH VOLUME 2,500 to 5,000</b>									
POOLED (Based on the highest monthly volume)	Monthly	28.7	Monthly	28.7	Monthly	28.7	Monthly	28.7	
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Unit Overage Cost									
PER CLICK (No Volume commitment)	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Per click cost	Monthly		Monthly		Monthly		Monthly		
Monthly Base	MP25503		257		284e				
<b>CPM 25 MONTH VOLUME 5,000 TO 10,000</b>									
POOLED (Based on the highest monthly volume)	Monthly	57.4	Monthly	57.4	Monthly	57.4	Monthly	57.4	
Unit Monthly Volume Maint. Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Unit Overage Cost									
PER CLICK (No Volume commitment)	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
Per click cost	Monthly		Monthly		Monthly		Monthly		
Monthly Base	MP3003		307		284e				
<b>CPM 28 MONTH VOLUME 10,000 TO 20,000</b>									

<b>POOLED (Based on the highest monthly volume)</b>									
Unit Monthly Volume Maint. Cost	Monthly	114.8	Monthly	114.8	Monthly	114.8	Monthly	114.8	
Unit Overage Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
<b>PER CLICK (No Volume commitment)</b>									
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
<b>Monthly Base</b>									
<b>CPM 35 MONTH VOLUME 20,000 TO 30,000</b>	MP3503		357		364e				
<b>POOLED (Based on the highest monthly volume)</b>									
Unit Monthly Volume Maint. Cost	Monthly	172.2	Monthly	172.2	Monthly	172.2	Monthly	172.2	
Unit Overage Cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
<b>PER CLICK (No Volume commitment)</b>									
Per click cost	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	Per Click	0.00574	
<b>Monthly Base</b>									
<b>CPM 45 MONTH VOLUME 30,000 TO 40,000</b>	MP4503		457		454e				
<b>POOLED (Based on the highest monthly volume)</b>									
Unit Monthly Volume Maint. Cost	Monthly	190	Monthly	190	Monthly	190	Monthly	190	
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	
<b>PER CLICK (No Volume commitment)</b>									
Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	
<b>Monthly Base</b>									
<b>CPM 50 MONTH VOLUME 45,000 TO 50,000</b>	MP5503		507		554e				
<b>POOLED (Based on the highest monthly volume)</b>									
Unit Monthly Volume Maint. Cost	Monthly	237.5	Monthly	237.5	Monthly	237.5	Monthly	237.5	
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	
<b>PER CLICK (No Volume commitment)</b>									
Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	
<b>Monthly Base</b>									
<b>CPM 60 MONTH VOLUME 50,000 TO 60,000</b>	MP6003		657		654e				
<b>POOLED (Based on the highest monthly volume)</b>									
Unit Monthly Volume Maint. Cost	Monthly	285	Monthly	285	Monthly	285	Monthly	285	
Unit Overage Cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475	
<b>PER CLICK (No Volume commitment)</b>									

Per click cost	Per Click	0.00475	Per Click	0.00475	Per Click	0.00475
Monthly Base	Monthly		Monthly		Monthly	
<b>CPM 72 MONTH VOLUME 60,000 TO 75,000</b>	MP7502		757		754e	
POOLED (Based on the highest monthly volume)						
Unit Monthly Volume Maint. Cost	Monthly	273.75	Monthly	273.75	Monthly	273.75
Unit Overage Cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
Monthly Base	Monthly		Monthly		Monthly	
<b>CPM 80 MONTH VOLUME 75,000 TO 100,000</b>	MP9002		857		1100	
POOLED (Based on the highest monthly volume)						
Unit Monthly Volume Maint. Cost	Monthly	365	Monthly	365	Monthly	365
Unit Overage Cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
PER CLICK (No Volume commitment)						
Per click cost	Per Click	0.00365	Per Click	0.00365	Per Click	0.00365
Monthly Base	Monthly		Monthly		Monthly	

**BLKWHIT AND COLOR MFD MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black & White and Color prints of multifunction devices based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier		Toshiba		Konica	
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST
<b>CPM10 MONTH VOLUME 0-2,500</b>						
POOLED (Based on the highest monthly volume) BLK/WHT	c2003		2050c		c224e	
Unit Monthly Volume Maint. Cost	Monthly	13	Monthly	13	Monthly	13
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	122.5	Monthly	122.5	Monthly	122.5
Unit Overage Cost	Per Click	0.049	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052

Monthly Base	Monthly	Monthly	Monthly	Monthly
PER CLICK (No Volume commitment) COLOR				
Per click cost	Per Click	0.049	Per Click	0.049
Monthly Base	Monthly		Monthly	
<b>CPM20 MONTH VOLUME 2,500 to 5,000</b>	c2003		2050c	
POOLED (Based on the highest monthly volume) BLK/WHT				
Unit Monthly Volume Maint. Cost	Monthly	26	Monthly	26
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR				
Unit Monthly Volume Maint. Cost	Monthly	245	Monthly	245
Unit Overage Cost	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLK/WHT				
Per click cost	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR				
Per click cost	Per Click	0.049	Per Click	0.049
Monthly Base	Monthly		Monthly	
<b>CPM 25 MONTH VOLUME 5,000 TO 10,000</b>	c2503		2550c	
POOLED (Based on the highest monthly volume) BLK/WHT				
Unit Monthly Volume Maint. Cost	Monthly	52	Monthly	52
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR				
Unit Monthly Volume Maint. Cost	Monthly	490	Monthly	490
Unit Overage Cost	Per Click	0.049	Per Click	0.049
PER CLICK (No Volume commitment) BLK/WHT				
Per click cost	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR				
Per click cost	Per Click	0.049	Per Click	0.049
Monthly Base	Monthly		Monthly	
<b>CPM 28 MONTH VOLUME 10,000 TO 20,000</b>	c3003		3055c	
POOLED (Based on the highest monthly volume) BLK/WHT				

Unit Monthly Volume Maint. Cost	Monthly	104	Monthly	104	Monthly	104
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	780	Monthly	780	Monthly	780
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 35 MONTH VOLUME 20,000 TO 30,000	c3503		3555c		c364e	
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	156	Monthly	156	Monthly	156
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1170	Monthly	1170	Monthly	1170
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 45 MONTH VOLUME 30,000 TO 40,000	c4503		4555c		c454e	
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	208	Monthly	208	Monthly	208
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1560	Monthly	1560	Monthly	1560
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						

Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 50 MONTH VOLUME 45,000 TO 50,000	c5503		5055c		c554e	
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	260	Monthly	260	Monthly	260
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	1950	Monthly	1950	Monthly	1950
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 60 MONTH VOLUME 50,000 TO 60,000	c6003		6560c		c654e	
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly	312	Monthly	312	Monthly	312
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly	2340	Monthly	2340	Monthly	2340
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
PER CLICK (No Volume commitment) BLK/WHT						
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR						
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly	
CPM 80 MONTH VOLUME 75,000 TO 100,000	c8002		6570c		c754e	



<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>								
Unit Monthly Volume Maint. Cost	Monthly	520	Monthly	520	Monthly	520	Monthly	520
Unit Overage Cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
<b>POOLED (Based on the highest monthly volume) COLOR</b>								
Unit Monthly Volume Maint. Cost	Monthly	3900	Monthly	3900	Monthly	3900	Monthly	3900
Unit Overage Cost	Per Click	0.039	Per Click	0.039	Per Click	0.039	Per Click	0.039
<b>PER CLICK (No Volume commitment) BLK/WHT</b>								
Per click cost	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052	Per Click	0.0052
Monthly Base	Monthly		Monthly		Monthly		Monthly	
<b>PER CLICK (No Volume commitment) COLOR</b>								
Per click cost	Per Click	0.039	Per Click	0.039	Per Click	0.039	Per Click	0.039
Monthly Base	Monthly		Monthly		Monthly		Monthly	

**PLOTTERS BLK/WHT AND COLOR MAINTENANCE FEES:**

The cost provided below is at a fixed cost for each Black & White and Color prints of plotters based on volume. A pooled or per click option is available based on the needs of the County.

	Lanier		Toshiba		Konica	
	UNIT	FIXED COST	UNIT	FIXED COST	UNIT	FIXED COST
<b>42 inch plotters (blk/wht) low volume</b>						
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
<b>POOLED (Based on the highest monthly volume) COLOR</b>						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
<b>PER CLICK (No Volume commitment) BLK/WHT</b>						
Per click cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
<b>PER CLICK (No Volume commitment) COLOR</b>						
Per click cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	

<b>42 inch plotters (blk/wht) low &amp; high volume</b>									
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>									
Unit Monthly Volume Maint. Cost	Monthly				Monthly				
Unit Overage Cost	Per Click	0.0995			Per Click	0.0995			0.0995
<b>POOLED (Based on the highest monthly volume) COLOR</b>									
Unit Monthly Volume Maint. Cost	Monthly	0.2955			Monthly				
Unit Overage Cost	Per Click				Per Click	0.2955			0.2955
<b>PER CLICK (No Volume commitment) BLK/WHT</b>									
Per click cost	Per Click	0.0995			Per Click	0.0995			0.0995
Monthly Base	Monthly				Monthly				
<b>PER CLICK (No Volume commitment) COLOR</b>									
Per click cost	Per Click	0.2955			Per Click	0.2955			0.2955
Monthly Base	Monthly				Monthly				
<b>42 inch plotters (blk/wht) high volume</b>									
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>									
Unit Monthly Volume Maint. Cost	Monthly				Monthly				
Unit Overage Cost	Per Click	0.0995			Per Click	0.0995			0.0995
<b>POOLED (Based on the highest monthly volume) COLOR</b>									
Unit Monthly Volume Maint. Cost	Monthly				Monthly				
Unit Overage Cost	Per Click	0.2955			Per Click	0.2955			0.2955
<b>PER CLICK (No Volume commitment) BLK/WHT</b>									
Per click cost	Per Click	0.0995			Per Click	0.0995			0.0995
Monthly Base	Monthly				Monthly				
<b>PER CLICK (No Volume commitment) COLOR</b>									
Per click cost	Per Click	0.2955			Per Click	0.2955			0.2955
Monthly Base	Monthly				Monthly				
<b>42 inch plotters (color) low volume</b>									
<b>POOLED (Based on the highest monthly volume) BLK/WHT</b>									
Unit Monthly Volume Maint. Cost	Monthly				Monthly				
Unit Overage Cost	Per Click	0.0995			Per Click	0.0995			0.0995
<b>POOLED (Based on the highest monthly volume) COLOR</b>									
Unit Monthly Volume Maint. Cost	Monthly				Monthly				
Unit Overage Cost	Per Click	0.2955			Per Click	0.2955			0.2955
<b>PER CLICK (No Volume commitment) BLK/WHT</b>									
Per click cost	Per Click	0.0995			Per Click	0.0995			0.0995
Monthly Base	Monthly				Monthly				
<b>PER CLICK (No Volume commitment) COLOR</b>									
Per click cost	Per Click	0.2955			Per Click	0.2955			0.2955
Monthly Base	Monthly				Monthly				

Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
42 inch plotters color low & high volume						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
42 inch plotters color high volume						
POOLED (Based on the highest monthly volume) BLK/WHT						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
POOLED (Based on the highest monthly volume) COLOR						
Unit Monthly Volume Maint. Cost	Monthly		Monthly		Monthly	
Unit Overage Cost	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
PER CLICK (No Volume commitment) BLK/WHT	Per Click	0.0995	Per Click	0.0995	Per Click	0.0995
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	
PER CLICK (No Volume commitment) COLOR	Per Click	0.2955	Per Click	0.2955	Per Click	0.2955
Monthly Base	Monthly		Monthly		Monthly	

**Attachment I****MULTIFUNCTIONAL DEVICE STANDARDS**

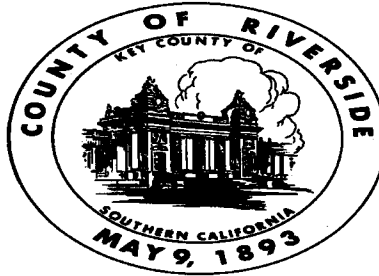
The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT\_StrategicPlan\_FY1516\_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

**Attachment II**



**PERSONAL PROPERTY LOAN AGREEMENT**

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever, including negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

**Attachment II Cont.**

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

---

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

---

Name	Title	Date
------	-------	------

For: \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\* Return signed original to Purchasing's Equipment Loan File.

**Attachment II Cont.**

**Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)**

Vendor shall describe in full all items to be loaned to the County of Riverside:

1.

2.

3.

4.

5.

6.

7.

8.



**Attachment III**

HIPAA Business Associate Agreement  
Addendum to Contract

Between the County of Riverside and \_\_\_\_\_

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.