

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.

Form 116-323 Rev 6/19/07

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
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ACCEPTED BY VENDOR:

Name	Title	Date
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For: _____

Company _____

Address

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

Attachment II Cont.

Attachment A (PERSONAL PROPERTY LOAN AGREEMENT)

Attachment A

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

- **bizhub_vCare_Customer_Information**
- **bizhub Overwrite all data function**

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KONICA MINOLTA

bizhub vCare Customer Information and Security Policy Explanation

Introduction: bizhub vCare is Konica Minolta's Device Relationship Management (DRM) system, which connects your Konica Minolta MFP to Konica Minolta's Central vCare Server. Through brief email messages, the bizhub vCare system keeps in contact with your MFP to read its meter, check on technical performance, monitor supply levels, and more.

- Konica Minolta provides and manages Two-Way POP3 email addresses and email service for MFPs communicating with the bizhub vCare server.
- Konica Minolta provides the email user account for models supporting One-Way SMTP email communication.

bizhub vCare Two-Way (POP3) eMail Communication Information:

Parameter	Setting
Communication Method to the MFP:	POP3
Communication Method from the MFP:	Authenticated SMTP
eMail Domains:	kmbsvcare.com
POP3 Port:	110 (default) or 10110 (alternate)
SMTP Port:	25 (default) or 2525 (alternate)
MFP POP3 Recommended Mail Check Interval:	60 Minutes
Scheduled Daily Messages to the MFP:	0~1
Explanation:	The bizhub vCare Server may be set to request all counters once a day for the purpose of proactive service and billing.
Scheduled Daily Messages from the MFP:	0~1
Explanation:	The MFP will respond to a "send counters" request from the bizhub vCare Server.
Scheduled Monthly Messages to the MFP:	0~1
Explanation:	The bizhub vCare Server may be set to request total counters once a month for the purpose of billing.
Scheduled Monthly Messages from the MFP:	0~1
Explanation:	The MFP will respond to a "send counters" request from the bizhub vCare Server.
Unscheduled Monthly Messages from the MFP:	Typically <10
Explanation:	Unscheduled messages are initiated from the MFP to the vCare Server, when the MFP detects low supply levels, impending preventative maintenance, or a technical malfunction.
Message Length:	<20KB

June 26, 2009

v. 1.04

bizhub vCare One-Way (SMTP) eMail Communication Information:

Parameter	Setting
Communication Method from the MFP:	Authenticated SMTP
eMail Domains:	kmbsvcare.com
SMTP Port:	25 (default) or 2525 (alternate)
Scheduled Daily Messages from the MFP:	0~1 per day, up to 31 per month
Explanation:	The MFP will send its counters on a pre-programmed daily schedule based on the type of meter reads required by the contract.
Scheduled Weekly Messages from the MFP:	0~1, up to 4 per month
Explanation:	The MFP will send its counters on a pre-programmed weekly schedule based on the type of meter reads required by the contract.
Scheduled Monthly Messages from the MFP:	0~1
Explanation:	The MFP will send its counters on a pre-programmed monthly schedule based on the type of meter reads required by the contract.
Unscheduled Monthly Messages from the MFP:	Typically <10
Explanation:	Unscheduled messages are initiated from the MFP to the vCare Server, when the MFP detects low supply levels, impending preventative maintenance, or a technical malfunction.
Message Length:	<20KB

bizhub vCare One-Way (SMTP) eMail Communication Information Relaying Through the Customer's eMail Server:

Note: The table below is for vCare deployments where the customer requires that all outbound email communication must be sent from the customer's email server. In this case, the vCare enabled MFP will send messages via the customer's email server.

Parameter	Setting
Communication Method from the MFP:	SMTP with customer preference for authentication ON or OFF
eMail Domains:	Equipment ID@customerdomain
SMTP Port:	Customer preference
Scheduled Daily Messages from the MFP:	0~1 per day, up to 31 per month
Explanation:	The MFP will send its counters on a pre-programmed daily schedule based on the type of meter reads required by the contract.
Supported eMail Platforms:	Lotus Notes or Microsoft Exchange
Explanation:	One way MFPs can be configured using the customer's email system. The customer will need to create an email account for each MFP using the provided equipment ID #. Konica Minolta can only guarantee successful communication via Notes and Exchange. All other email Platforms and ISP e-mail solutions are not supported. IMPORTANT: This vCare communication option is only available for MFPs that utilize One-Way email.

bizhub vCare Compatible Models

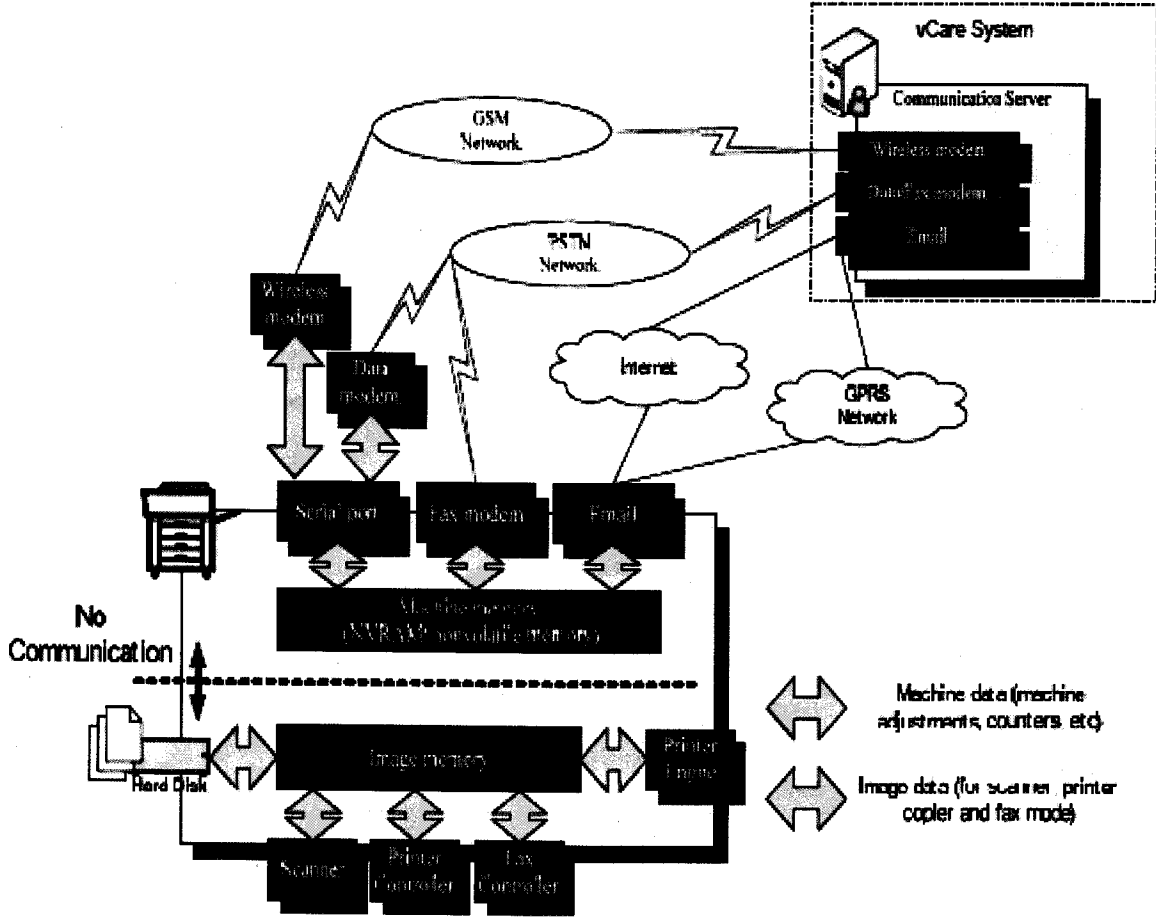
Model	eMail System	Internal KMBS vCare Item Code	Comment
Office Monochrome			
bizhub 200/250/350	Two-Way (POP3)	VCAREACT	
bizhub 222/282/362 364e	Two-Way (POP3)	VCAREACT	
bizhub 360/420/500 454e/554e	Two-Way (POP3)	VCAREACT	
bizhub 361/421/501 554e	One-Way (SMTP)	VCAREACT-O	
bizhub 600/750 654e	Two-Way (POP3)	VCAREACT	
bizhub 601/751 754e	One-Way (SMTP)	VCAREACT-O	
Office Color			
bizhub C200	Two-Way (POP3)	VCAREACT	
bizhub C203/C253/C353	One-Way (SMTP)	VCAREACT-O	
bizhub C451/C550/C650	One-Way (SMTP)	VCAREACT-O	
bizhub C552/C652	One-Way (SMTP)	VCAREACT-O	
bizhub C250/C351/C450	Two-Way (POP3)	VCAREACT	
bizhub C252/C300/C352	Two-Way (POP3)	VCAREACT	
Production Monochrome			
bizhub PRO 920	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with MicroPress
bizhub PRO 950	One-Way (SMTP)	VCAREACT-O	Requires 2 nd Network Connection for any Print Controller or MicroPress
bizhub PRO 1050/1050P bizhub PRO 1050e/1050eP	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with MicroPress
Production Color			
bizhub PRO C5500	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C5501	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C6500/C6500P	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress
bizhub PRO C6501/C6501P	Two-Way (POP3)	VCAREACT	Requires 2 nd Network Connection with <u>any</u> Print Controller or MicroPress

Konica Minolta bizhub vCare Security Policy Explanation
Konica Minolta Business Solutions U.S.A., Inc.

1 The Konica Minolta bizhub vCare security basic policy:

1.1 The Konica Minolta bizhub vCare configuration:

Note: Only email communication is currently supported in the U.S. market.



1.2 The Konica Minolta MFP information control:

1.2.1 The information stored on the Konica Minolta MFP:

All the Konica Minolta MFP products (the MFP) have two types of memory and a hard disk drive to store the data.

* The hard disk drive is optional for some products.

(1) Machine memory:

The machine memory (NVRAM) stores all of the MFP-related information (machine adjustment data, machine setting data, counter information and machine trouble information etc.) and retains them after turning off the power switch.

(2) **Image memory:**
The image memory (SDRAM) temporary stores the document and image data related information for the image processing.

(3) **Hard disk drive:**
The hard disk stores the document and image data in a file format after applying the image processing.

1.2.2 **Information retrieved by the bizhub vCare system:**
The Konica Minolta bizhub vCare system only retrieves data from the above mentioned machine memory, and cannot access data in the image memory or the hard disk drive.

1.2.3. **Type of information retrieved by the bizhub vCare system:**

(1) **The MFP information:**
Firmware (ROM) version information, the MFP ID information, and configuration information.

(2) **The information, which indicates the MFP usage status:**
Various setting information.

(3) **Various setting value of that relates to the MFP operations:**
Various counter information.
Total counter, count by paper sizes, parts counters, JAM counter.

(4) **Information which indicates the MFP status:**
Various information related to the MFP such as alert (add toner, replace imaging unit), error code, periodic maintenance information, paper jam (JAM) history information etc

Important Note: It is not possible for bizhub vCare to retrieve the following personnel-related information from the MFP:

- (a) User information and count data for each user if user authentication function is used.
- (b) The address information that is registered to the one-touch function etc., of the MFP for FAX/Scan functions.
- (c) Other registration information and stored documents and related information.

1.3. **Communication between the bizhub vCare system and the Konica Minolta MFP:**

1.3.1. **Execution of the communication:**

The bizhub vCare system only communicates with the MFP at either of the following occasions:

(1) **The bizhub vCare system triggers the communication:**

- (a) When the system user initiates communication through a data request message.
- (b) When the pre-assigned time arrives for the system to communicate with the MFPs.

(2) **The MFP triggers the communication:**

- (a) When the MFP detects a trouble code or other alert. (The types of trouble codes and alerts that are reported to the bizhub vCare system are pre-defined by the model.)

1.3.2. **Communication methods:**

The bizhub vCare system communicates with the MFP by one of following methods, which is registered in advance.

- (1) **Data communication (Wireless Modem with mobile Network Or Data Modem with PSTN)**
 - (a) The bizhub vCare system is connected with the MFP via the modem (ITU-T V.34/V.32bis/V.32 compliant), and then transfers data with the bizhub vCare proprietary protocol.

(b) Since a proprietary unique protocol is used, illegal access from the outside is not accepted.

(2) Fax communication (Use of fax modem and PSTN):

(a) The bizhub vCare system is connected with the MFP via fax modem (ITU-T T.30 compliant), and then transfers data with the bizhub vCare proprietary protocol.

(b) The proprietary protocol is used instead of the standard G3 FAX protocol, which protects data from spoofing.

(3) Email communication including GPRS network:

The following security measures are taken, which prevents data leakage, tampering, illegal access to the customer network, and virus invasion.

(a) The use of the bizhub vCare proprietary email format excludes spoofed messages.

(b) The data is sent as plain text in an attached file; the text can be encrypted if encryption setting is enabled. The encrypted data cannot be deciphered, even if the other person receives the data by spoofing.

(c) The MFP receives only the email in a specific format: The subject, password, and attachment files (number of attachment, file format and extension) format are specific to bizhub vCare. If the mail is not in the specific format, it is deleted.

(d) The MFP cannot run an executable-type file, and there is no possibility that a virus can enter the customer's network through the ".exe" (or script style language) file.

(e) Since the MFP's operating system is different from Windows or other OS used in PCs, there is no possibility of a virus spreading.

(f) The responding email from the MFP is not the reply to the received email, but a newly sent email, only to the single host address that was registered at the setup of the MFP. This reply method prevents the data leakage by the spoofing.

(g) The host address (of the bizhub vCare server) and password cannot be changed remotely. Therefore connection to another host system can only be accomplished by physically resetting the bizhub vCare communication parameters through the technician mode of the MFP's control panel.

1.3.3 Additional note on email security:

(1) If the customer's environment has mail filtering software:

(a) It is possible to set a rule to delete the mail to the MFP if the sender of the mail is not from the registered host address. (For example, spam or illegal access from the other device.)

(b) It is also possible to set a rule to delete the mail from the MFP if the receiver's address is not the registered host address.

Appendix A Overwrite All Data Function

At the 'End of Life' or 'End of Lease' when the MFP is to be discarded the Overwrite All Data function overwrites and erases all data stored in all spaces of the HDD. This function also resets all passwords back to factory default settings, preventing any leakage of data.

The HDD Overwrite Methods include the choice of eight different modes, [Mode 1] through [Mode 8] each Mode corresponding with a specific Government Standard.

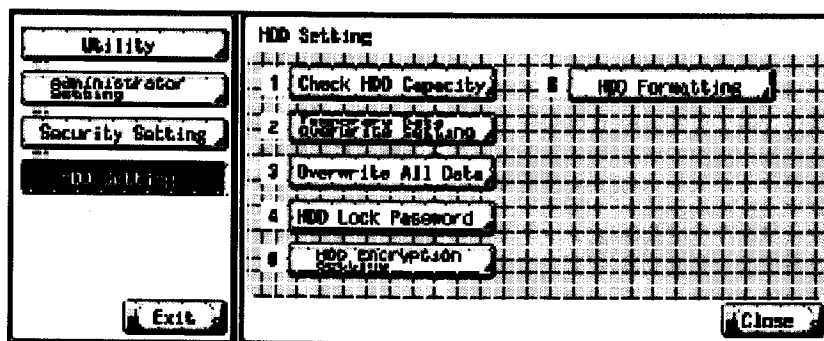
Overwrite All Data takes less than one hour in [Mode 1] at the minimum and approximately 9 hours in [Mode 8] at the maximum.

Mode	Description	
Mode 1	Overwrites once with 0x00.	Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	Overwrites with random numbers random numbers 0x00.	Current National Security Agency (NSA)
Mode 3	Overwrites with 0x00 0xff random numbers verifies.	National Computer Security Center (NCSC-TG-025) US Navy (NAVSO P-5230-26) Department of Defense (DoD 5220.22M)
Mode 4	Overwrites with random numbers 0x00 0xff.	Army Regulations (AR380-19)
Mode 5	Overwrites with 0x00 0xff 0x00 0xff.	Former NSA Standard
Mode 6	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff random numbers.	NATO Standard
Mode 7	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff 0xaa.	German Standard (VISTR)
Mode 8	Overwrites with 0x00 0xff 0x00 0xff 0x00 0xff 0xaa verifies.	US Air Force (AFSSI5020)

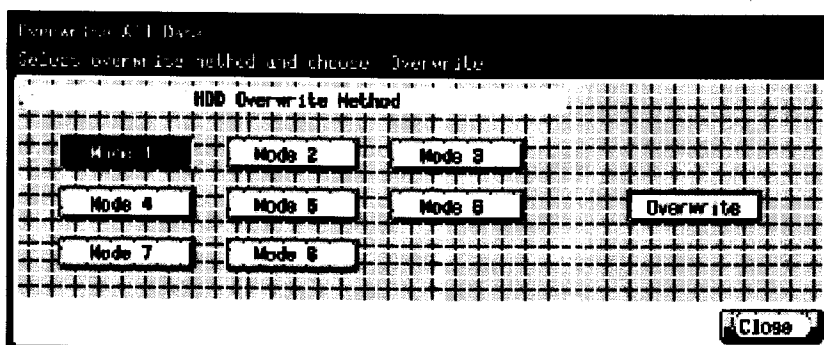
Setting the Overwrite All Data

<Setting can be made only from the control panel>

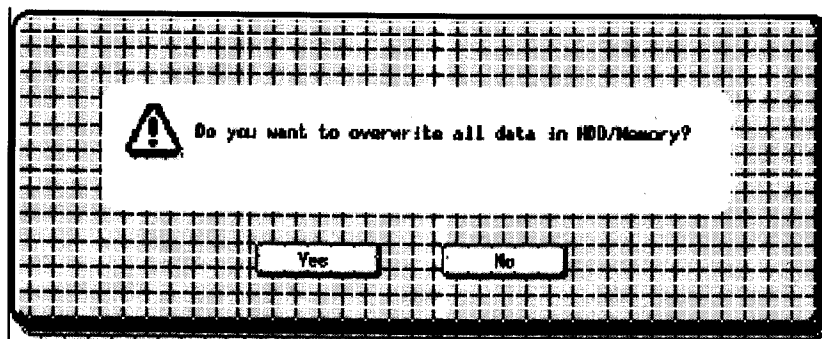
- 1 Enter the Administrator Mode on the MFP display, *Utility/Counter button > Administrator Settings > Input Admin Password > Security Setting > HDD Settings*
- 2 Touch [Overwrite All Data].



- 3 Select the desired mode and touch [Overwrite].



- 4 A message appears that prompts you to confirm whether you want to overwrite all data. Touch [Yes].



- 5 Make sure that a message appears prompting you to turn OFF and then ON the main power switch. Now, turn OFF and then turn ON the main power switch.

Attachment IV

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

XEROX CORPORATION



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	11
16. Confidentiality	11
17. Administration/Contract Liaison.....	11
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	13
22. Insurance	13
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions.....	28
Attachment I-Multifunctional Device Standards.....	36
Attachment II- Personal Property Loan Agreement	38
Attachment III-Contractor Additional Terms	41

This Agreement, made and entered into this 7th day of June, 2016, by and between XEROX CORPORATION, (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 the terms of Attachment III, Contractor Service Agreement Forms, including Contractor's response to COUNTY's RFP PUARC-1423A, which are hereby attached to this Agreement by its reference. In the event of a conflict, the parties agree the order of precedence will be this Agreement, followed by Exhibit A and then Exhibit B.

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. Unless otherwise agreed upon by the parties, 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) for new undelivered orders 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 pricing of this contract 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, and COUNTY shall pay the invoice within thirty (30) calendar days from the date 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. For purposes of this Agreement, Equipment will be deemed accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the County for the County's use. Title to the Products remains with Contractor. Risk of loss or damage to the Products passes to County upon delivery. County will insure the Equipment against loss or damage. 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-60072-009-05/21); 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 at least 31-days prior to the beginning of the fiscal year for which County's governing body does not appropriate funds for the upcoming fiscal year, notify Contractor that County's governing body failed to appropriate funds County will then be released from any further payments obligations beyond those payments due for the current fiscal year.; 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 with Contractor's written consent. 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, Notwithstanding the foregoing, if County defaults under the Contract or any Lease Order, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require the immediate payment as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid as allowed under California law; County will make the Equipment available for removal when requested to do so, and at the time of removal the Equipment will be in the same conditions as when delivered, reasonable wear and tear accepted.

5.2 COUNTY may, upon thirty (30) 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 cure such failure 30 days after receiving notice of the default. 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 uncured 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.

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, or reports, including electronic, created by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, or reports 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.

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 commercial efforts 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. §1210 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, if applicable. 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

CONTRACTOR

XEROX CORPORATION
100 Clinton Avenue South
Rochester, NY 14644

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. The County's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the County's payment suspension.

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.

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. Notwithstanding the foregoing, Contractor will not indemnify the County due to any negligent or willful act on the part of the County, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.

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 include the COUNTY as Additional Insured for claims caused by the negligent acts or omissions of Contractor. 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 include the COUNTY as Additional Insureds for claims caused by the negligent acts or omissions of Contractor.

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 claim 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. 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 Aminus: 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. 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed Certificate(s) of Insurance and copies of blanket 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 during a legal discovery period. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall endeavor to provide 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 material reduction in coverage, this Agreement may terminate forthwith, unless the County of Riverside receives, following such effective date, another properly executed Certificate of Insurance and original copies of blanket 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 during a legal discovery period. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate (s) of Insurance and 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 during a legal discovery period. An individual authorized by the insurance carrier shall sign the 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 reasonably 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.

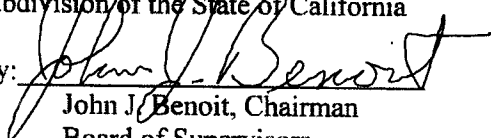
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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, Chairman
Board of Supervisors

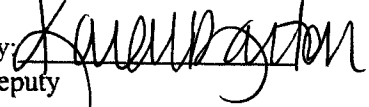
Dated: JUN 07 2016

XEROX CORPORATION

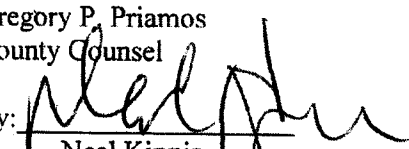
By: 
Name: David Farrell
Title: Finance Director

Dated: 5/25/16

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.

B. PRODUCT/SALES REPRESENTATION :

The CONTRACTOR will be required to maintain current product and price 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 using departments.

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:

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

E. OPTIMIZATION:

The COUNTY will request services from the CONTRACTOR(S) 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:

CONTRACTORS 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.

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 for a fee. 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:

- 1) Date of Destruction
- 2) Method of Destruction
- 3) Description of the disposed records (Provided by the department and attached)
- 4) Inclusive dated covered (Provided by the department and attached)
- 5) A statement of the records were destroyed in the normal course of business
- 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 of this agreement 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 in the proposal. 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. Xerox's response time objective is to return all service calls within one business hour, and to arrive on-site on average within 3.5 to 4 business hours. On-site service response time is measured based on the quarterly response average for the County's entire Xerox branded Equipment population. Response time is calculated based on contracted hours of coverage.

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 subject to availability 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. After-hours service requests will be available on a time and materials basis.

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 a service history report upon request on each product. The service history report 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. **Pooled Programs are available for Leases only on the B/W meter and can be customized for the departments. Pools are available in quantities of 10 or more devices but fewer than 10 devices are considered on an exception basis. The pool pricing quoted below are for devices in the same categories. Pools can be created across device categories which would result in a blended meter.**

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .014
Unit Overage Cost	Per Click	.014
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.014
Monthly Base	Monthly	\$0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .014
Unit Overage Cost	Per Click	.014
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.014
Monthly Base	Monthly	\$0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .007
Unit Overage Cost	Per Click	.007
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.007
Monthly Base	Monthly	\$0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .007
Unit Overage Cost	Per Click	.007
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.007
Monthly Base	Monthly	\$0

CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0057
Unit Overage Cost	Per Click	.0057
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.0057
Monthly Base	Monthly	\$0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0055
Unit Overage Cost	Per Click	.0055
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0
CPM 72 MONTH VOLUME 60,000 TO 75,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .005
Unit Overage Cost	Per Click	.005
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.005
Monthly Base	Monthly	\$0

CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume)		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .006
Unit Overage Cost	Per Click	.006
PER CLICK (No Volume commitment)		
Per click cost	Per Click	.006
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. **Pooled Programs are available for Leases only on the B/W meter and can be customized for the departments. Pools are available in quantities of 10 or more devices but fewer than 10 devices are considered on an exception basis. The pool pricing quoted below are for devices in the same categories. Pools can be created across device categories which would result in a blended meter.**

CPM10 MONTH VOLUME 0-2,500	UNIT	FIXED COST
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .008
Unit Overage Cost	Per Click	.008
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.065
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.008
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.065
Monthly Base	Monthly	\$0
CPM20 MONTH VOLUME 2,500 to 5,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .008
Unit Overage Cost	Per Click	.008
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.065

PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.008
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.065
Monthly Base	Monthly	\$0
CPM 25 MONTH VOLUME 5,000 TO 10,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 28 MONTH VOLUME 10,000 TO 20,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0

PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 35 MONTH VOLUME 20,000 TO 30,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 45 MONTH VOLUME 30,000 TO 40,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0

CPM 50 MONTH VOLUME 45,000 TO 50,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0
CPM 60 MONTH VOLUME 50,000 TO 60,000		
POOLED (Based on the highest monthly volume) BLKWHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .0066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.05
PER CLICK (No Volume commitment) BLKWHT		
Per click cost	Per Click	.006
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.05
Monthly Base	Monthly	\$0

CPM 80 MONTH VOLUME 75,000 TO 100,000		
POOLED (Based on the highest monthly volume) BLK/WHT		
Unit Monthly Volume Maint. Cost	Monthly	All Copies Billed at .066
Unit Overage Cost	Per Click	.0066
POOLED (Based on the highest monthly volume) COLOR		
Unit Monthly Volume Maint. Cost	Monthly	N/A
Unit Overage Cost	Per Click	.045
PER CLICK (No Volume commitment) BLK/WHT		
Per click cost	Per Click	.0066
Monthly Base	Monthly	\$0
PER CLICK (No Volume commitment) COLOR		
Per click cost	Per Click	.045
Monthly Base	Monthly	\$0

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.

PERSONAL PROPERTY LOAN AGREEMENT

Attachment A

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

CONTRACTOR ADDITIONAL TERMS

The following additional terms are hereby added to Xerox's Maintenance agreement. These Additional Terms are made part of and is governed by and subject to the Professional Service Agreement number RIVCO-60072-009-05/21 for Multifunction Devices Maintenance Services (the "Professional Service Agreement") made between Xerox and the County of Riverside.

1. **Pricing, Delivery, Terms, Tax.** Xerox agrees that all expenses associated with the equipment's F.O.B. freight and shipment to the County's delivery dock, including inside delivery to the equipment installation location will be Xerox's responsibility. The County will be responsible for any rigging charges associated with non-standard deliveries. If rigging charges apply, a quote will be provided to the County prior to delivery of the equipment.
2. **Professional or Personal Service Agreement. 3.2 Price.** Xerox will review the County's pricing at the end of each calendar year and compare it with similar contracts executed only within the State of California which are based on the same equipment quantities, same impression volumes, agreement term, and similar service/support requirements included in our proposal. Any price reduction resulting from this provision shall only apply to orders received after the effective date of the price reduction.
3. **Professional or Personal Service Agreement. 3.4 Funding.** County represents and warrants that all payments due and to become due during County's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is County's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (a) through no action initiated by County, County's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (b) County has made a reasonable but unsuccessful effort to find an assignee within County's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, County must, 30-days prior to the beginning of the fiscal year for which County's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that County's governing body failed to appropriate funds and that County has made the required effort to find an assignee. County's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. County agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. County will then be released from any further payments obligations beyond those payments due through the end of the funded fiscal year.
4. **Professional or Personal Service Agreement. 5.1 Termination.** County may terminate the Contract at any time upon 30 days notice and payment of (1) all amounts then due, plus interest from the due date until paid as allowed under California law. County will make the Products available for removal and the Products must be returned in the same condition as when delivered, reasonable wear and tear excepted.
5. **Professional or Personal Service Agreement. 5.4; 5.6 Termination for Cause; 8.1 Performance.** Xerox acknowledges the County's right to terminate the affected equipment due to Xerox's failure to provide the contracted Services, provided the County notifies Xerox in writing of the specific performance shortfall, and allows Xerox 30-calendar days to correct the performance failure to the contracted specification.
6. **Professional or Personal Service Agreement. 6. Ownership/Use of Contract Materials and Products.** Xerox does not anticipate the development of any customized products or programming in connection with the services provided under the Contract. Any products or programming developed while providing services under the Contract shall remain the property of Xerox, unless the County specifically contracts with and compensates Xerox to develop a specifically identified product or program for the County's exclusive use. Xerox does agree, however, to grant the County a non-exclusive, non-transferable, perpetual right to use any program created by Xerox under the Contract strictly for the County's internal business use and not for resale and/or distribution to third parties. All content and data supplied by the County shall remain the County's exclusive property.
7. **Professional or Personal Service Agreement, Section 10. Subcontract for Work and Services; 23.1.** Please note that Xerox reserves the right to assign this Agreement to a parent, subsidiary, or affiliate of Xerox for the purpose of securitizing, monetization, or factoring the transaction. Xerox will continue to be responsible for the provision of all Maintenance Services and all other contractual obligations. All County payments will be made to Xerox. Xerox's assignment of the Maintenance Services for the Xerox branded-equipment will require the County's prior written consent.
8. **Professional or Personal Service Agreement, Section 16.3 HIPAA.** Please note this provision does not apply to this agreement.

9. Professional or Personal Service Agreement, Section 21 Hold Harmless.

Xerox shall indemnify and hold the County, its officers, agents and employees harmless from and against all third party claims, damages, losses or causes of action for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox's performance pursuant to the Agreement. The foregoing indemnity is contingent upon the County giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense against any claim or action at Xerox' own expense. The notice shall be sent to "Corporate Risk, Xerox Corporation, 45 Glover Ave, P.O. Box 4505, Stamford, Connecticut, 06904". The County agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that the County shall do nothing to compromise the defense of the claim or action or any settlement thereof and will provide Xerox with all reasonable assistance that Xerox may require.

Except for personal injury, property damage, indemnified matters included in the Agreement, and to the extent permitted by applicable law, all other liability of Xerox to the County for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under the Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited the amounts paid by the County under the Contract. However, the foregoing limitation of liability does not apply to claims by the County for damage to real or tangible property caused by Xerox's negligence."

To avoid an infringement Xerox may, at its option and at no charge to the County, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

- 10. Professional or Personal Service Agreement, 21.4 Insurance; 22 Insurance.** Xerox agrees to name the County as an additional insured under the comprehensive general liability and automobile liability insurance policies only for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under the contract. Xerox may require additional revisions to this provision upon award based on the insurance industry standards.
- 11. Professional or Personal Service Agreement, 23.3 Payment.** Prior to withholding any payments, Xerox requests written notice describing the issue and a minimum of 30 days to address the issue before the County exercises its rights under this provision. Pending resolution, the County is expected to pay all undisputed amounts, including the Monthly Minimum Charge.
- 12. General Conditions, Equipment, 8. Delivery Delays; General Conditions, Materials and/or Services, 11.** Xerox equipment deliveries can normally be expected within ten business days following the receipt of the County's equipment or purchase order, except during times of product constraint. Xerox will inform the County if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the County can cancel the order without penalty to either party.
- 13. General Conditions, Equipment, 11. Demonstration.** Xerox can support the County's inspection and acceptance requirement by initially installing the equipment under a Trial arrangement. Otherwise the equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the County's use. The Installation Date for equipment and software designated as "County Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities and comparable usage.

Additional Terms General Terms

14. Products. "Products" means Xerox-brand equipment ("Equipment"), Software, Consumable Supplies and Maintenance Services ordered under the Contract. County represents that the Products: (i) will be used in County's business in the United States, its territories and possessions ("U.S.").

15. Total Satisfaction Guarantee. If County is not totally satisfied with any Equipment delivered under the Contract, Xerox will, at County's request, replace it without charge with identical Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. This Equipment Guarantee applies only to Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. The Equipment Guarantee is effective for 3 years after the Installation Date for purchased Equipment. The Equipment Guarantee is effective during the initial equipment lease, installation term.

16. Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services are provided as a mandatory part of a Lease or Maintenance Order. The service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner

- a. **Basic Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
- b. **Replacement Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.
- c. **County Training and Analyst Services.** Initial County Training and Analyst Support Services are included in the maintenance pricing. Additional training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.
- d. **Cartridges.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as County-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), County agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- e. **Consumable Supplies.** If "Consumable Supplies" are included in the Maintenance Plan, Maintenance Services will include black toner and/or solid ink and color toner, staples, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are Xerox's property until used by County, and County will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, County agrees to return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, County will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If County's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify County of such excess usage. If such excess usage does not cease within 31-days after such notice, Xerox may charge County for such excess usage. For the avoidance of doubt, Xerox's yields are based on prints, impressions, linear feet, or copies containing the normal mix of text and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, County will provide current meter reads and/or an inventory of Consumable Supplies in its possession. Xerox may charge a shipping and handling fee for consumable supplies.
- f. **Meter Reads.** County will provide meter reads using the method and frequency identified by Xerox. If County does not provide a meter reading, Xerox may reasonably estimate the reading and bill County accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
- g. **Replacement.** Xerox will, as County's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another Xerox-branded model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Equipment's Agreement Term.

17. Remote Services. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any County data, documents, or other information

residing on or passing through the Equipment or County's information management systems. If requested in writing Xerox will turn off and disable the Remote Services capability.

18. Data Security. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely County's responsibility. Upon request, Xerox will provide additional information to County regarding the security features available for particular Equipment models.

19. Warranty Disclaimer & Waivers. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

20. Intellectual Property Indemnity. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. County will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to County's specifications, or being used or sold with products not provided by Xerox.

21. Limitation of Liability. Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations set forth in the Contract, Xerox will not be liable to County for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

Maintenance Terms for County Owned Equipment

22. Maintenance Availability. County can place additional Equipment orders at the quoted contract price for 12 months following the Agreement effective date.

23. Individual Agreement Term. An Individual Maintenance Agreement will commence at the end of any warranty period and expire on the last day of the 12th, 24th, 60th, 48th or 60th full calendar month thereafter, as applicable.

24. Payment. Each Minimum Periodic Base Charge includes a Periodic Minimum Number of Prints ("Minimum Prints"). The Minimum Periodic Base Charge, along with any additional Print Charges for prints made in excess of the Minimum Prints and all applicable Taxes, cover County's cost for the Equipment's maintenance, provided as Maintenance Services in an Individual Maintenance Order written hereunder. The Minimum Periodic Base Charge will be billed in the month due and additional Print Charges are billed in arrears.

25. Fixed Pricing. The Minimum Payment and Print/Supply Charges will not increase during the initial 12 months of an Individual Maintenance Order, or during any subsequent renewal term.

26. Renewal. Xerox will notify County at least 30-days prior to the expiration of the then-current term of each Individual Maintenance Order and, unless a cancellation notice is received from County, or provided to County by Xerox, prior to the expiration of the then-current Maintenance Order term, the Individual Maintenance Order will automatically renew for a term of the same number of months as the initial Term.

27. County Default & Xerox Remedies. If County defaults under the Contract or an Individual Maintenance Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate as allowed under California law; of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) the lesser of (i) the remaining Minimum Periodic Base Charge in such Individual Maintenance Agreement's term or six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.

Software

28. Software License. Xerox grants County a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment for as long as County is current in the payment of all fees. applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software".

- a. County has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.

- b. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.
- c. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which County has rented or leased the Equipment, unless County has exercised an option to purchase the Equipment or if (b) if County is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if County no longer uses or possesses the Equipment.
- d. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- e. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
- f. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

29. Software Support. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Xerox stops taking County orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as County is current in the payment of all applicable fees.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.
- b. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to County. Xerox will not be required to provide Software Support if County has modified the Software.
- c. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require County to procure, at County's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, County will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government County's annual contract cycle.

30. Diagnostic Software. Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. County agrees that County's acquisition of the Equipment does not grant County a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. County agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to County's facility will be during normal business hours.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Holmstrom

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3-31

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: David Mount

Address: 33708 Washington
(only if follow-up mail response requested)

City: Yucaipa **Zip:** 92399

Phone #: 909-910-3270

Date: 6/7/16 **Agenda #** 3-31

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

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