

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



**ITEM: 3.27
(ID # 29320)**

MEETING DATE:

Tuesday, January 27, 2026

FROM : RUHS-PUBLIC HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Service Agreement with Advanced Copy Systems, Inc. for Multi-Function Devices and Related Software, Services, and Cloud Solutions Services for the Period of Performance from August 1, 2024 through June 30, 2026, with the Option to Renew for up to Three (3) Additional Years through June 30, 2029. All Districts. [Total Aggregate: \$1,000,000; up to \$150,000 in additional compensation – 34% Federal; 35% State; 31% Local].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Service Agreement with Advanced Copy Systems, Inc., for Multi-Function Devices and Related Software, Services, and Cloud Solutions from August 1, 2024 through June 30, 2026 in the amount of \$400,000, with the option to renew for up to three (3) additional years through June 30, 2029 in the additional amount of \$600,000, for an aggregate total of \$1,000,000; and
2. Authorize the Chair of the Board to sign the Agreement Professional Service Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the Agreements, including modifications to the statement of work and period of performance, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of fifteen percent (15%) of the total aggregate amount of the Agreement.
4. Authorize the Purchasing Agent, based on the availability of fiscal funding, to issue Purchase Orders for goods and/or services related to this Professional Service Agreement that do not exceed the total aggregate cost of this agreement.

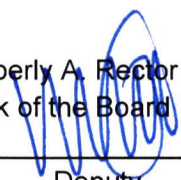
ACTION:Policy


Kim Saruwatari, Director of Public Health 11/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 27, 2026
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$200,000	\$200,000	\$1,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 34% Federal; 35% State; 31% Local			Budget Adjustment: No	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH) has approximately 140 copiers in use throughout various departments. The copier fleet consists of Sharp models which are serviced by Advanced Copy Systems. RUHS-PH is utilizing the NASPO Cooperative Agreement #188627/State of California Contract # 7-24-70-46-07, for these goods and services. These agreements are competitively bid and are aligned with Riverside County Purchasing policies.

Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside. RUHS-PH provides several critical services to Riverside County residents. The purchase and maintenance of these copiers is essential to allow continuity of the administration of the services provided by RUHS-PH and allow staff to provide services efficiently, to allow access for printing reports, copying documents, and scanning any essential items to provide service.

Additional Fiscal Information

The estimated total amount for this agreement is listed below. RUHS-PH is requesting approval to roll unspent funds from one fiscal year to the next for this agreement.

Original Contract	County Fiscal Year/Period of Performance	Annual Amount
	FY 24/25 (8/1/2024 - 6/30/2025)	\$200,000
	FY 25/26 (7/1/2025 - 6/30/2026)	\$200,000
	TOTAL	\$400,000
Optional Extension		
	FY 26/27 (7/1/2026-6-30-2027)	\$200,000
	FY 27/28 (7/1/2027-6-30-2028)	\$200,000
	FY 28/29 (7/1/2028-6-30-2029)	\$200,000
	TOTAL	\$600,000
	Aggregate Maximum Total:	\$1,000,000

Contract History and Price Reasonableness

RUHS is utilizing the NASPO Cooperative Agreement for the purchase and maintenance services provided by Advanced Copy Systems. This agreement - NASPO #188627 / State of California Contract #7-24-70-46-07 - was competitively solicited and awarded in accordance with the County governing laws and requirements. Leveraging this contract ensures fair and reasonable pricing through a vetted, government-approved purchasing vehicle.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

1/12/2026

Douglas Ordóñez Jr.
Douglas Ordóñez Jr.

1/16/2026

Gregg Gu
Gregg Gu, Chief Deputy County Counsel

1/13/2026

SERVICE AGREEMENT

for

**NASPO ValuePoint Master Agreement for Multi-Function Devices and Related Software, Services,
and Cloud Solutions**

between

COUNTY OF RIVERSIDE

and

ADVANCED COPY SYSTEMS, INC.



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This Agreement is made and entered into by and between ADVANCED COPY SYSTEMS, INC., a California corporation (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health, (herein referred to as "COUNTY" or "RUHS-PH").

The parties agree as follows:

WHEREAS, the National Association of State Procurement Officials, a Kentucky nonprofit corporation ("NASPO") facilitates the administration of cooperative group contracting consortium of state chief procurement officials for the benefit of political subdivisions; and

WHEREAS, Sharp Electronics Corporation, a New York corporation ("Sharp"), and the State of Colorado ("Lead State") entered into that certain NASPO ValuePoint Master Agreement Terms and Conditions for Multi-Function Devices and Related Software, Services, and Cloud Solutions Master Agreement Number 188627 on August 1, 2024, and effective through July 31, 2026, and referred to herein as the "NASPO Agreement;" and

WHEREAS, under the NASPO Agreement, Sharp is able to name its authorized dealers to participate; and

WHEREAS, Sharp and CONTRACTOR entered into that Dealer Direct Billing Program Agreement for SHARP/NASPO VALUEPOINT CONTRACT #188627 for CONTRACTOR to be named a participating authorized dealer under the NASPO Agreement effective August 7, 2024; and

WHEREAS, COUNTY and CONTRACTOR enter into this Professional Service Agreement for Multifunction Devices and Related Software, Services, and Cloud Solutions (referred to herein as the "PSA" or "Agreement") available under the same terms and conditions of the NASPO Agreement; and

WHEREAS should any terms conflict between the NASPO Agreement and this PSA, the terms of this PSA shall govern and control; and

WHEREAS, the parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on August 1, 2024, and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

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, and Attachment I, HIPAA Business Associate Agreement.

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

1.3 CONTRACTOR affirms that 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 August 1, 2024 and continues in effect through June, 30 2026, with the option to renew for up to three (3) additional and consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, 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 to a 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 Two Hundred Thousand (\$200,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of

cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Riverside University Health System - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
or
RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/branch; Agreement number (HSARC-24-051); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (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 thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

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

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not 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. §12101 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 (5) 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 photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside University Health System – Public Health
4065 County Circle Dr., Ste. 403
Riverside, CA 92503
Attn.: Contracts Unit
ph-contracts@ruhealth.org

CONTRACTOR

Advanced Copy Systems
571 Redlands Blvd.
San Bernardino, CA 92408
Attn: George Vinton, Sales Manager
gvinton@office1.com

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (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.

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's indemnification to Indemnitees as set forth herein.

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

COUNTY OF RIVERSIDE, a politically subdivision of the State of California, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM- PUBLIC HEALTH

ADVANCED COPY SYSTEMS, INC.,
a California Corporation

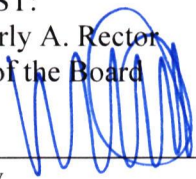
By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

By: Todd Rogers
Todd Rogers
President

Dated: JAN 27 2026

Dated: 01/12/2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Esen Sainz
By: _____
Esen Sainz
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

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, and moving services, and disposal of products as part of maintenance and support (excludes consumables such as paper).

A. AUTHORIZED DEALER:

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

B. PRODUCT/SALES REPRESENTATION:

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

C. COUNTY STANDARDS:

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

D. DISCOUNT PROTECTION:

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

E. OPTIMIZATION:

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

F. LEASE AGREEMENT: - Not Applicable

CONTRACTOR shall not deliver products or other items to the COUNTY as leased equipment used prior to receipt of a "Personal Property Lease Agreement". The products and/or other items shall be returned to the CONTRACTOR at the end of the Lease Agreement period.

G. PRE-SALES CONSULTING:

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

If equipment is moved outside of its current location, the COUNTY shall be charged a flat fee of \$250 per move request. Moving services shall include onsite equipment pick-up, disassembly, delivery to the new location, and reassembly. Equipment must be functional at the new location after moving unless otherwise agreed upon.

I. HARD DRIVE DISPOSAL:

A fee of \$50 per destruction request shall be charged to the COUNTY for this service.

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

- 1-1. Date of Destruction
- 1-2. Method of Destruction
- 1-3. Description of the disposed records (Provided by the department and attached)
- 1-4. Inclusive dated covered (Provided by the department and attached)
- 1-5. A statement of the records were destroyed in the normal course of business
- 1-6. 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 utilize other outside CONTRACTORS for this service.

J. TRAINING:

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

K. INSTALLATION:

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

L. EQUIPMENT WARRANTIES:

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

M. WARRANTY EXPIRATIONS AND EXTENSIONS:

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

N. EQUIPMENT WARRANTY SUPPORT:

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

O. EQUIPMENT RECALLS:

When notified by the manufacturer of faulty equipment and/or recalled equipment, the CONTRACTOR shall, within five (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 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 celiified 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 manufacturers 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.

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 approval of the COUNTY.

U3. Any machine covered by this AGREEMENT that is unable to have a verified meter read. CONTRACTOR must notify COUNTY to confirm validity of meter read before billing.

U4 If multifunction copier equipment is end of life, then CONTRACTOR will notify COUNTY about possible end of life price adjustment via email to RivCOPH-AP@ruhealth.org COUNTY will review possible end of life adjustment and must authorize price adjustment prior to CONTRACTOR proceeding.

V. MAINTENANCE SERVICE COVERAGE:

CONTRACTOR shall be capable of providing manufacturer's certified maintenance for all equipment purchased or under maintenance contract, to County of Riverside. Failure to meet these requirements may result in the termination of maintenance contract.

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 hours on site response time to service calls for all areas of the County. Normal business hours are considered 8:00 AM to 4:00 PM Monday through Friday, excluding County holidays and compressed workweek closed days.

W-3 All equipment are to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the using department at the time of servicing inspection.

W-4 If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a loaner of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

W-5 Certain critical operations may require 24-hour service maintenance availability. Maintenance Services must be made available to requesting Departments/Agencies.

W-6 An estimate for repair for damage or loss caused by the negligence of the County or its employees and not covered by the service agreement will be submitted in advance by the maintenance technician to the using department prior to any repair work being accomplished. Authorization for the repair work will be accomplished by issuance of a separate purchase order authorized and issued by the using department.

W-7 Preventive maintenance calls shall be the responsibility of technicians, and the County departments shall not be expected to place calls to request this service.

W-8 The CONTRACTOR must provide and install a 'History Record Card' on each product. The record card will contain the following minimum information:

- a) Model, serial number and location
- b) Date, time and description of each service
- c) Meter reading at each service call
- d) Length of time the equipment was out of service
- e) Name/initials of the technician

W-9 A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he will return to install the part(s). A copy of this report will be provided to the department's 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 falls 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. CONSUMABLES/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 manage 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 services 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's 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

CONTRACTOR help desk phone number is 844-343-0722

CONTRACTOR internet address for service portal <https://www.office1.com/customer-support>

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
COUNTY MULTIFUNCTIONAL DEVICES, LOCATIONS, AND PAYMENT PROVISIONS**

CONTRACTOR shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Service. COUNTY reserves the right to amend this list as needed to remove and replace as needed determined by technological availability and COUNTY need. Price adjustments occur for copiers that have end-of-life adjustments.

LINE #	BRANCH	COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	<u>COST</u> Cost per Copy (CPC) no min CPC including monthly min.
1	Admin	10996	2506096X	4065 County Circle Drive 3 rd Floor Ste 302 Riverside, CA 92503	BP-50C36: 36 pages per minute Color A3 MFP	BW \$.0069 (CPC-No Min) Color \$.049 (CPC- No Min)
2	Admin	9974	45052043	4065 County Circle Drive 4 th Floor Riverside, CA 92503 Ste 412	6240N: 62 pages per minute Color A3 MFP	BW: \$.0079 (4,000-page min) BW: \$39.00 Monthly Base Color: \$.047 (CPC- No Min)
3	CCS	10512	9302198Y	9390 California Street Riverside, CA 92503	C303W 30 pages per minute Color A4 MFP	BW: \$.0079 (2,500-page min) BW: \$25.00 Monthly Base Color: \$.059 (CPC- No Min)
4	CCS	10389	95124624	4210 Riverwalk Pkwy. (breakroom), Riverside, CA 92505	5071 50 pages per minute Color A3 MFP	BW: \$.0059 (2,500-page min) Color: \$.055 (500-page min) BW & Color: Monthly Base \$59.00
5	CCS	10942	25119927	47923 Oasis Street, Ste I-N2 Indio, CA, 92201	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
6	CCS	11782	1353201430 23.00	1055 Vista Chino, Palm Springs, CA 92262	MFX3535 37 pages per minute Black A4 MFP	BW: \$.0098 (2,000-page min) BW: \$19.00 Monthly Base
7	CCS	11831	73016397	1055 Vista Chino, Palm Springs, CA 92262	C300W 30 pages per minute Color A4 MFP	BW \$.0119 (CPC-No Min) Color \$.070 (CPC- No Min) Monthly Base: \$19.00
8	CCS	11891	73014480	3401 Mustang Way Hemet, CA 92545	C300W 30 pages per minute Color A4 MFP	BW: \$.0129 (1,500-page min) Color: \$.075 (CPC- No Min) Monthly Base: \$19.00
9	CCS	11783	135320144	750 Corona Ave, Corona, CA 92879	MFX3535 37 pages per minute Black A4 MFP	BW: \$.0098 (2,000-page min) BW: \$19.00 Monthly Base
10	CCS	11405	2502812Y	4210 Riverwalk Pkwy, Ste 300, Riverside, CA 92505	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
11	CCS	11406	2502819Y	4210 Riverwalk Pkwy, Ste 320 Riverside, CA 92505	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)

LINE #	BRANCH	COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	<u>COST</u> Cost per Copy (CPC) no min CPC including monthly min.
12	CCS	11407	2502818Y	4210 Riverwalk Pkwy, Ste 420 Riverside, CA 92505	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
13	CCS	11408	2502854Y	4210 Riverwalk Pkwy, Ste 410 Riverside, CA 92505	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
14	CCS	10732	3020355	10353 Gramercy Place Riverside, CA 92505	303W 30 pages per minute Color A4 MFP	BW: \$.0079 (2,500-page min) BW: \$25.00 Monthly Base Color: \$.059 (CPC- No Min)
15	CCS	6759	33033748	4210 Riverwalk Pkwy, Ste 320 Riverside, CA 92505	BP-70C55 55 pages per minute color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.052 (CPC- No Min)
16	Community Outreach	10906	25011451	4065 County Circle Drive 2 nd Floor Ste. 205 Riverside, CA 92503	3051 30 pages per minute Color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
17	Disease Control	7820	55009632	4065 County Circle Drive Riverside, CA 92503 2 nd Floor Ste. 219	5141N 51 pages per minute Color A3 MFP	BW: \$.0098 (3,000-page min) Color: \$.055 (1000-page Min) BW & Color Monthly Base: \$89.00
18	Disease Control	11609	1353222003	4065 County Circle Drive Riverside, CA 92503 2 nd Floor Ste. 219	MF3535 37 pages per minute Black A4 MFP	BW: \$.0129 (1,500-page min) BW: \$19.01 Monthly Base
19	Disease Control	6736	35085912	Indio Clinic Disease Control 47-923 Oasis St. Indio, CA 92201	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
20	Disease Control	6737	35084562	191 N. Sunrise Way Palm Springs, CA 92262	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
21	Disease Control	10842	15019967	191 N. Sunrise Way Palm Springs, CA 92262	M3551 35 pages per minute Black A3 MFP	BW \$.0089 (CPC-No Min)
22	Disease Control	6740	35085892	4065 County Circle Drive Disease Control Ste. 219 Riverside, CA 92503	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
23	Epidemiology	10507	9511914X	4065 County Circle Drive 2 nd Floor Suite 211 Riverside, CA 92503	3051 30 pages per minute color A3 MFP	BW \$.0059 (CPC-No Min) Color \$.049 (CPC- No Min)
24	Epidemiology	11967	85056414	4065 County Circle Drive 2 nd Floor Suite 211 Riverside, CA 92503	3050N 30 pages per minute color A3 MFP	BW: \$.0089 (3,000-page min) Color: \$.055 (100-page Min) BW & Color Monthly Base \$33.00

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	<u>COST</u> Cost per Copy (CPC) no min CPC including monthly min.
25	Epidemiology	10759	0300884X	4210 Riverwalk Pkwy. 4 th Floor Riverside, CA 92505	3051 30 pages per minute color A3 MFP	BW \$.0059 (CPC-No Min) Color \$.049 (CPC- No Min)
26	Epidemiology	10905	25116902	4210 Riverwalk Pkwy. 4th Floor Riverside, CA 92505	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
27	Fiscal	11707	65037727	4065 County Circle Drive Ste 403, Riverside, CA 92503	3116N 31 pages per minute Color A3 MFP	BW \$.0077 (5,000-page min) BW Monthly Base \$47.00 Color \$.0519 (CPC- No Min)
28	Fiscal	11934	85010541V	4065 County Circle Drive Ste 403 Riverside, CA 92503	M5070 50 pages per minute BlackA3 MFP	BW \$.0059 (5,000-page min) BW Monthly Base \$39.00
29	Fiscal	11785	4500067Y	4065 County Circle Drive Ste 403 Riverside, CA 92503	M754N 75 pages per minute BlackA3 MFP	BW \$.0054 (20,800-page min) BW Monthly Base \$113.00
30	Fiscal	11592	53000068	4065 County Circle Drive Ste 403 Riverside, CA 92503	C300W 30 pages per minute color A4 MFP	BW \$.0129 (1,500-page min) BW Monthly Base \$19.00 Color \$.075(CPC- No Min)
31	Fiscal	10556	03014002	4065 County Circle Drive Ste 403 Riverside, CA 92503	3051 30 pages per minute color A3 MFP	BW \$.0049 (CPC-No Min) Color \$.049 (CPC-No Min)
32	Fiscal	10557	03013822	4065 County Circle Drive Ste 403 Riverside, CA 92503	3051 30 pages per minute color A3 MFP	BW \$.0059 (CPC-No Min) Color \$0.49 (CPC-No Min)
33	Fiscal	R15303	43013619	4065 County Circle Drive Ste 403 Riverside, CA 92503	BP-50C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.0055 (CPC- No Min)
34	HIV/STD	10373	95067903	4065 County Circle Drive Ste 309/311 Riverside, CA 92503	3051 30 pages per minute color A3 MFP	BW: \$.0069 (2,000-page min) Color: \$.0499 (500- page min) BW & Color Monthly Base \$39.00
35	HIV/STD	11989	83012887	4065 County Circle Drive Ste 309/311 Riverside, CA 92503	C300W 30 page per minute color A4 MFP	BW: \$.0129 (1,500-page min) Color: \$.0499 (500-page min) BW & Color Monthly Base \$19.00
36	HIV/STD	R15276	43006958	7140 Indiana Ave. Riverside, CA 92504 Ste. 205 Riverside, CA 92503	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0089 (2,500-page min) Color \$.0055 (1,250-page min)
37	Immunizations	10900	25116432	14539 Innovation DR Riverside, CA 92518 Pharm Room	BP-50C36 36 pages per minute Color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
38	Immunizations	11937	85081792	4210 Riverwalk Pkwy Riverside, CA 92505 4 th Floor	4070V 40 pages per minute Black A3 MFP	BW \$.0069 (CPC-No Min) Color \$.0499 (CPC- No Min)

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	COST Cost per Copy (CPC) no min CPC including monthly min.
39	Immunizations	11939	85082582	4210 Riverwalk Pkwy Riverside, CA 92505 4th Floor	4070V 40 pages per minute Color A3 MFP	BW \$.0069 (CPC-No Min) Color \$.0499 (CPC- No Min)
40	Injury Prevention	10555	03013882	4065 County Circle Drive Riverside, CA 92503 2nd floor Ste. 207	3051 30 pages per minute Color A3 MFP	B&W: \$.0059 (CPC-No Min) Color: \$.049 (CPC-No Min)
41	Injury Prevention	10895	25116962	4065 County Circle Drive Riverside, CA 92503 2nd floor Ste. 207	BP-50C31 31 pages per minute Color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
42	Injury Prevention	11776	75142411	4065 County Circle Drive Riverside, CA 92503 2nd floor Ste. 207	2616N 26 pages per minute A3 MFP	BW \$.0077 (CPC-No Min) Color \$.051 (CPC- No Min)
43	IT	10561	03024331	4065 County Circle Drive 3rd Floor Ste. 304/306 Riverside, CA 92503	3071 30 pages per minute color A3 MFP	BW \$.0079 (5,000-page min) BW Monthly Base \$39.00 Color \$.049 (CPC- No Min)
44	IT	10991	25041956	4065 County Circle Drive 3rd Floor Ste. 304/306 Riverside, CA 92503	BP-50C36 36 pages per minute color A3 MFP	BW: \$.0079 (3,000-page min) Min) Color: \$.055 (100-page min) BW&COLOR Monthly Base \$29.20
45	IT	R15305	4302100Y0 0	14539 Innovation Dr. Riverside, CA. 92518 Suite 107	BP-70C55 55 pages per minute color A3 MFP	BW: \$.0079 (3,000-page min) Color: \$.052 (100-page Min) BW&COLOR Monthly Base \$28.90
46	MCAH/PHN	11654	65109905	4065 County Circle Drive 2nd Floor Ste.210 Riverside, CA 92503	2616n 26 pages per minute Color A3 MFP	BW \$.0077 (CPC-No Min) Color \$.051 (CPC- No Min)
47	MCAH/PHN Remove	30317	53001675	4065 County Circle Drive 2nd Floor Ste.210 Riverside, CA 92503	BP-50C26	BW: \$.0089 (1,000-page min) Color: \$.059 (500-page Min) BW&COLOR Monthly Base \$38.40
48	MCAH/PHN	6962	3301750X	4065 County Circle Drive 2nd Floor Ste.210 Riverside, CA 92503	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
49	MCAH/PHN	11805	750456155	5256 Mission Blvd Riverside CA 92509	3050N 30 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.0055 (CPC- No Min)
50	MCAH/PHN	6437	35179753	47923 Oasis Street Ste. I-N2 Indio, CA 92201	3115N 31 pages per minute ColorA3 MFP	BW \$.0089 (5,000-page min) Color \$.059 (500-page min) BW & Color Monthly Base \$89.00
51	MCAH/PHN	11635	63004222	1515 N Sunrise Wy Palm Springs CA 92262	C300W 30 pages per minute Color A4 MFP	BW \$.0129 (1,500-page min) BW Monthly Base \$19.00 Color \$.075 (CPC- No Min)

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	COST Cost per Copy (CPC) no min CPC including monthly min.
52	MCAH/PHN	6438	35178903	1515 N Sunrise Wy Palm Springs CA 92262	3115N 31 pages per minute Color A3 MFP	BW: \$.0089 (5,000-page min) Color: \$.059 (500-page min) BW & Color Monthly Base \$89.00
53	MCAH/PHN	6715	35071444	308 E San Jacinto Perris, CA 92570	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.0055 (CPC- No Min)
54	MCAH/PHN	6716	35063023	308 E San Jacinto Perris, CA 92570	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
55	MCAH/PHN	6436	35171563	5256 Mission Blvd Ste 200 Riverside CA 92509	3115N 31 pages per minute Color A3 MFP	BW \$.0089 (5,000-page min) Color \$.059 (500-page min) BW & Color Monthly Base \$59.00
56	MCAH/PHN	11804	73014775	505 S Buena Vista Corona Ca 92882	C300W 30 pages per minute Color A4 MFP	BW: \$.0129 (1,500-page min) BW: \$19.00 Monthly Base Color: \$.075 (CPC- No Min)
57	MCAH/PHN	6717	35062553	308 E San Jacinto Perris, CA 92570	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
58	MCAH/PHN	6718	35062733	308 E San Jacinto Perris, CA 92570	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
59	MCAH/PHN	6719	35062543	308 E San Jacinto Perris, CA 92570	BP-70C36 36 pages per minute Color A3 MFP	BW \$.0089 (CPC-No Min) Color \$.055 (CPC- No Min)
60	MCAH/PHN	7811	4507275Y	308 E San Jacinto Perris, CA 92570	3116N 31 pages per minute A3 MFP	BW: \$.0089 (2,000-page min) BW: \$39.00 Monthly Base Color: \$.059 (CPC- No Min)
61	Nutrition	11864	75043004	5256 Mission Blvd Riverside CA 92509	3050N 30 pages per minute color A3 MFP	BW: \$.0054 (5,000-page Min) Color: \$.0469 (1000-page Min) BW & Color Monthly Base \$73.90
62	Nutrition	10478	95063564	91275 66th Ave MECCA CA 92254	3051 30 pages per minute color A3 MFP	BW \$.0079 (CPC-No Min) Color \$.059 (CPC- No Min)
63	Nutrition	11881	73015769	91275 66th Ave MECCA CA 92254	C300W 30 pages per minute Color A4 MFP	BW: \$.0095 (3,000-page min) Color: \$.059 (500-page Min) BW & Color Monthly Base \$58.00
64	Nutrition	11869	75043654	47923 Oasis Street Room NT1, Indio Ca 92201	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1,000-page min) BW & Color Monthly Base \$73.90

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	<u>COST</u> Cost per Copy (CPC) no min CPC including monthly min.
65	Nutrition	11873	75043594	47923 Oasis Street Room NT1, Indio Ca 92201	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.289 (1,000-page min) BW & Color Monthly Base \$73.90
66	Nutrition	11859	75042684	7140 Indiana Ave Riverside CA 92504	3050N 30 pages per minute Color A3 MFP	BW: \$.0129 (1,500-page min) Color: \$.075 (CPC-No min) BW & Color Monthly Base: \$73.90
67	Nutrition	11868	75042934	41002 County Center Drive Suite B Temecula CA 92591	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000-page min) BW & Color Monthly Base \$73.90
68	Nutrition	11874	75043604	14320 Palm Drive Desert Hot Springs CA 92240	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
69	Nutrition	11870	75043314	1515 N Sunrise Way Palm Springs CA 92262	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
70	Nutrition	11876	75043644	2499 E Lakeshore Lake Elsinore CA 92530	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
71	Nutrition	10706	3014038	1055 N State St Hemet CA 92543	3051 30 pages per minute Color A3 MFP	BW: \$.0079 (CPC-No Min) Color: \$.055 (CPC- No Min)
72	Nutrition	11858	75043484	1055 N State St Hemet CA 92543	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
73	Nutrition	11877	75043354	308 E San Jacinto Perris CA 92570	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
74	Nutrition	11861	75043304	13800 Heacock Moreno Valley CA 92553	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
75	Nutrition	11872	75043184	13800 Heacock Moreno Valley CA 92553	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
76	Nutrition	11878	73015759	13800 Heacock Moreno Valley CA 92553	C300W 30 page per minute color A4 MFP	BW \$.0095 (3,000-page min) Color \$.059 (500- page min) BW & Color Monthly Base \$58.00
77	Nutrition	11866	75043474	7801 Gramercy Place Riverside CA 92503	3050N 30 pages per minute color A3 MFP	BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
78	Nutrition	10704	3014008	2815 S Main Street Corona CA 92882	3050N 30 pages per	BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	COPIER MAKE/MODEL DESCRIPTION	minute color A3 MFP	COST Cost per Copy (CPC) no min CPC including monthly min.
79	Nutrition	10946	25119237	4210 Riverwalk Pkwy STE 400 Riverside CA 92505	BP-50C31 31 pages per minute color A3 MFP		BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
80	Nutrition	11856	75044665	4210 Riverwalk Pkwy STE 400 Riverside CA 92505	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
81	Nutrition	11860	75043294	4210 Riverwalk Pkwy, STE 400 Riverside CA 92505	M5070 50 pages per minute BlackA3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
82	Nutrition	11865	75041604	4210 Riverwalk Pkwy, STE 400 Riverside CA 92505	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
83	Nutrition	11931	85062001	4210 Riverwalk Pkwy, STE 400 Riverside CA 92505	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
84	Nutrition	11862	75043674	3055 Ramset Banning CA 92220	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
85	Nutrition	11863	75042674	2038 Iowa Ave STE B-100 Riverside CA 92507	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
86	Nutrition	11875	75043324	68615 Preze Road Cathedral City CA 92234	3050N 30 pages per minute Color A3 MFP		BW \$.0054 (5,000-page min) Color \$.0469 (1000- page min) BW & Color Monthly Base \$73.90
87	Nutrition	6707	43004596	1293 W. Hobson Way Blyth CA 92225	BP-50C31 31 pages per minute Color A3 MFP		BW \$.0098 (2,000-page min) Color \$.065 (1000- page min) BW & Color Monthly Base \$85.00
88	Nutrition - UCCE	11601	501449100	2980 Washington Street Riverside, CA 92504	5140N 51 pages per min A3/A4 MFP		BW \$.012 (1,250-page min) Color \$.07 (2,500- page min) BW & Color Monthly Base \$190.00
89	PH Lab	10734	0304092Y	4065 County Circle Riverside 1st floor, Suite 106	3071 30 page per minute color A3 MFP		BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
90	PH Lab	10735	0304107Y	4065 County Circle Riverside 1st floor, Suite 106	3071 30 page per minute color A3 MFP		BW \$.0079 (CPC-No Min) Color \$.055 (CPC- No Min)
91	PH Lab	10875	1505617X	44065 County Circle Riverside 1st floor, Suite 106	3071 30 page per minute color A3 MFP		BW \$.0059 (5,000-page min) BW Monthly Base \$39.00 Color \$.049 (CPC-no min)
92	PH Lab	10876	1505371X	4065 County Circle Riverside 1st floor, Suite 106	3071 30 page per minute color A3 MFP		BW \$.0059 (5,000-page min) BW Monthly Base \$39.00 Color \$.049 (CPC-no min)
93	Procurement & Logistics	6955	3301846Y	4065 County Circle Drive Riverside CA 92503 4th floor, Suite 403	BP-50C31 31 pages per minute		BW \$.0089 (CPC-No Min) Color \$.055 (CPC-no min)

LINE #	BRANCH	DPH COPIER ID	SERIAL NO.	ADDRESS	Color A3 MFP COPIER MAKE/MODEL DESCRIPTION	COST Cost per Copy (CPC) no min CPC including monthly min.
94	Procurement & Logistics	10451	95094377	4065 County Circle Drive Riverside CA 92503 4th floor, Suite 403	3050N 30 pages per minute Color A3 MFP	BW \$.0054 (5,000-page min) Color\$.0469(1000-page min) BW & Color Monthly Base \$73.90
95	Procurement & Logistics	10782	15048646	4065 County Circle Drive Riverside CA 92503 4th floor, Suite 403	3050N 30 pages per minute Color A3 MFP	BW: \$.0079 (CPC-No Min) Color: \$.055 (CPC- No Min)
96	Procurement & Logistics	10667	5103083	14539 Innovation Drive Riverside CA 92518 Suite 121	5051 50 page per minute color A3 MFP	BW: \$.0059 (CPC-No Min) Color: \$.049 (CPC- No Min)
97	Procurement & Logistics	10980	25041776	14539 Innovation Drive Riverside CA 92518 Docking Area	BP-50C36 36 page per minute color A3 MFP	BW: \$.0079 (CPC-No Min) Color: \$.055 (CPC- No Min)
98	Admin *	10945	25157926	4065 Couty Circle Drive Riverside CA 92503	BP-50C31 31 pages per minute Color A3 MFP	BW: \$.0079 (CPC-No Min) Color: \$.055 (CPC- No Min)
99	Nutrition	R15258	43010899	County of Riverside Department of Public Health 4210 RIVERWALK PKWY STE#400 4TH FL NUTRITION	BP-50C31 31 pages per minute Color A3 MFP	BW: \$.0089 (CPC-No Min) Color: \$.055 (CPC- No Min)
100	Nutrition	R15259	43010839	RIV CO DEPT PUBLIC HEALTH 8876 MISSION BLVD Riverside, CA 92509	BP-50C31 31 pages per minute Color A3 MFP	BW: \$.0089 (CPC-No Min) Color: \$.055 (CPC- No Min)

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Advance Copy System Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the _____ (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