

REQUEST FOR PROPOSAL # TTARC-2223

ELECTRONIC PAYMENT PROCESSING SERVICES

TERMS AND CONDITIONS DOCUMENT



By:
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This RFP is available at the following links:

www.countytreasurer.org

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

1. **Format** - Use an electronic format by emailing your response over to ddtaylor@rivco.org. Or you may submit your response have it mailed to 4080 Lemon St 4th Floor, Riverside CA 92502.
2. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
3. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein.
4. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
5. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another, make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
6. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
7. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
8. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by Treasurer-Tax Collector by the closing date and time indicated above will not be accepted. Delivery of the bid response is accepted at Treasurer-Tax Collector 4080 Lemon St 4th Floor., Riverside, CA 92504, on or before 1:30 PM PT.

1.0 TIMELINE/IMPORTANT DATES

TIMELINE	DATES
1.1 RELEASE OF REQUEST FOR PROPOSAL	October 21, 2022
1.2 PRE-BID MEETING Non-mandatory Location: Via Teams	November 9, 2022 Time: 1:00 pm Pacific Time The Bidder's meeting will also be available via teleconference. The number is 951-465-8390. The Access Code is: 781040325#
1.3 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions to ddtaylor@rivco.org	Must be received in writing by: November 2, 2022, 9:00am Responses to questions will be posted no later than November 15, 2022 at www.countytreasurer.org
1.4 DEADLINE FOR PROPOSALS ALL PROPOSALS MUST BE DELIVERED TO: County of Riverside Treasurer-Tax Collector 4080 Lemon St, 4 th Floor Riverside, CA 92502 RFP # TTARC-2223	On or before November 29, 2022 Time: <u>1:30 pm Pacific Time</u>
1.5 TENTATIVE DATE FOR AWARDDING RFP Approximately 60 to 120 days after the RFP closes.	
1.6 DEMOS	Demos will be requested and scheduled after all bids have been reviewed.
1.7 INQUIRIES	All inquiries must be submitted to the Treasurer-Tax Collector in writing on or before the last day for questions. Bidders must submit their questions via email to ddtaylor@rivco.org and must be in written format. All responses to Bidders questions will be posted online at www.countytreasurer.org

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP is July 1, 2023, through June 30, 2028, with an agreement to annually renew or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the County of Riverside to purchase any specified amount of goods or services.

3.0 DEFINITIONS

- 3.1 “Addendum” refers to an amendment or modification to the RFP (Request for Proposals).
- 3.2 “Bid” refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period.
- 3.3 “Bidder” refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 3.4 “Board of Supervisors” refers to the County of Riverside’s Board of Supervisors.
- 3.5 “Vendor” refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Vendor, Vendor, and Bidder are used interchangeably.
- 3.6 “County” refers the County of Riverside and its Department of Treasurer-Tax Collector. For purposes of this RFP, Treasurer-Tax Collector and County are used interchangeably.
- 3.7 “HIPAA” refers to the Health Insurance Portability Accountability Act.
- 3.8 “RFP” refers to Request for Proposal.
- 3.9 “MQs” shall mean minimum qualifications

4.0 EVALUATION PROCESS

4.1 Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but not necessarily limited to the following: (This should be linked to the evaluation sheet),

- a) Responses to Attachment “A” TTARC-2223 Bidder Proposal Response
- b) The quantity and locations of facilities. (If applicable)
- c) Bidder’s experience and ability.
- d) Technical capability and project methodology.
- e) Overall cost to the County.
- f) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
- g) Financial status. (Pass/Fail)
- h) Clarification, Exceptions or Deviations. (Pass/Fail)
- i) Credential/Resumes/Licenses/Certifications. (Pass/Fail)
- j) Samples submitted. (If applicable)
- k) Any other factors the County determines to be appropriate.

4.2 All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Riverside County Treasurer-Tax Collector. Attempts by the Vendor to contact any other County representative may result in disqualification of the Vendor.

4.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

5.0 GENERAL PROPOSAL SUBMITTAL

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page Tab B with a certification of intent to meet the requirements specified.
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 5.7 Faxed or emailed proposals will not be accepted.
- 5.8 All proposals shall be signed by an authorized agent and clearly marked "Bidder Proposal. RFP # TTARC-2223"
- 5.9 One (1) original in an electronic format. Vendors shall submit one (1) (Microsoft Word or PDF document)
- 5.10 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are overstuffed or difficult to open may count against the bidder)
- 5.11 Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.12 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.13 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

6.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the

submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a vendor's proposal is accepted and an agreement is made with the County, then the Vendor will be required to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Vendor shall sign a new agreement as it becomes available and adhere to the new requirements.

7.0 INTERPRETATION OF RFP

The Vendor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Vendor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Treasurer-Tax Collector's website at www.countytreasurer.org. The County is not responsible for any other explanations or interpretations. If 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. All notices regarding this procurement may be posted on the County's Treasurer-Tax Collector's website at www.countytreasurer.org.

8.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Vendor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Vendor shall commence.

9.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I located in the sample Agreement Exhibit A, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal,

it must be clearly identified by the Vendor; otherwise, the Vendor agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.
- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

11.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus/Indigenous Peoples Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2 when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11, or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

12.0 SCOPE OF WORK

12.1 BACKGROUND INFORMATION

The County accepts various payment types, including cash, check, credit, debit, wire, and ACH. The County reconciles those payments to revenue recorded in PeopleSoft, Aumentum technologies Property tax system and other county management systems, and the bank deposits. When applicable, certain payment source documents (e.g., tax bill, payment coupon, etc.) are retained as part of the payment process. The county has a payment processing contract with Heartland and is not part of this RFP. This RFP is for the Treasurer-Tax Collector's office for electronic payment processing.

The Riverside County Treasurer-Tax Collector's Office is responsible for collecting secured and unsecured property taxes more than \$4 billion annually. Most property tax receipts are related to personal and business real estate assessments. The Treasurer-Tax Collector directly processed over \$4 billion dollars in 2021-22, the County issued 976,706 secured and unsecured tax bills including 249,277 electronic check (E-check) payments totally \$1.05 billion, \$110.5 million was related to 55,102 credit transactions and \$80.6 million for 49,280 debit card payments. The County Treasurer-Tax Collector's Credit Card Processing program is offered to other agencies to subcontract in hopes of utilizing the streaming and the establishment of electronic payment options in the form of the County Treasurer's Electronic Payment Process (CTEPP).

The CTEPP provides County agencies the option to accept credit card, debit card, or electronic funds transfers for, the payment of any services rendered or the payment of any fee, charge, or tax owed. It further authorizes each of the participating County agencies who choose to do so, to impose a fee for the use of credit cards, debits cards or electronic fund transfers not to exceed the costs incurred by it or its agent in providing for such payments.

12.2 OBJECTIVE

To accommodate a full range of payment transaction choices for taxpayers, the County seeks to contract with a third-party Vendor to provide credit card, debit card, and electronic check (E-Check) payment back-end processing that integrates with the County's front-end hosted systems in real-time, including web payments, telephone payments via Interactive Voice Response (IVR), self-service kiosks, and over-the-counter transactions. Vendor shall be Payment Card Industry (PCI) compliant.

12.3 GENERAL

- a) The vendor shall reflect the most cost-effective deployment strategy keeping with industry standards and practices, including protection and security of private information and maintenance public records.
- b) The vendor shall implement using a web service payment Application Programming Interface (API) that integrates with the County's systems.
- c) Vendor shall be able to integrate with the county's property tax system Aumentum Technologies.
- d) The vendor shall be 100% electronic and fully automated.
- e) The vendor shall provide e-check, credit card and other payment methods in real time for web, IVR, kiosks and in-person payment transactions.
- f) Vender shall be PCI compliant.
- g) Vendor shall be responsible for all credit card, debit card, cardholder names, expiration date information to be entered on the vendors site, this information will not be recorded on the County's website or system.
- h) Vendor shall support all types of billing addresses including, but not limited to military and international addresses.
- i) Vendor shall monitor services 24 hours a day 7 days a week and will notify County of an outage immediately.
- j) Vendor shall not have a dollar limit.
- k) Vendor will not allow modification of the cart once it has transferred to their site.
- l) Vendor to describe their customer service model.

12.4 PROCESSING

- a) The vendor shall be able to process the following but are limited to:
 - a. E-Check
 - i. Vendor shall provide validation of routing and account numbers to ensure that the bank account information entered by the taxpayer exits.
 - ii. Vendor shall provide tools to easily identify account and routing information.
 - iii. Vendor shall require the taxpayer to verify their information before moving forward.
 - iv. Vendor shall adhere to Check 21 rules.
 - v. Vendor shall accept only payments drawn on US bank accounts only.
 - b. Debit Card
 - c. Credit Card
 - i. American Express
 - ii. Visa
 - iii. Mastercard
 - iv. Discover
 - v. Vendor shall validate all required credit card information entered including card number, name, address, expiration date and CVV number.
 - vi. Vendor shall accept international credit cards; however, funds must be in US dollars only.
 - d. Venmo
 - e. Apple Pay
 - f. Google Pay
 - g. PayPal
 - h. Cash pay
 - i. At the counter transactions
 - i. Vendor shall provide the ability to split tender payments when in person. For instance, if a taxpayer wishes to pay some funds in cash and another via credit card.
 - ii. Vendor shall supply updated equipment to process the latest payment types available for payments taken at the counter.
 - j. Public Access payments
 - i. Vendor shall host all online payment processing.
 - ii. Vendor shall integrate with the County's Public Access systems.
 - iii. Vendor shall have to ability to communicate back to the County's Public Access systems to shall that a payment is pending.
 - iv. Vendor shall provide real-time posting capability via web service for confirmation of processed payments.
 - v. Vendor shall have the ability to transmit a nightly file to the County for all transactions to the bank at a time designated by the County.
 - vi. Vendor shall provide a unique authorization or transaction number for each transaction.
 - vii. Vendor shall provide instructions to the taxpayer if their transaction is declined or has any issues.
 - viii. Vendor shall provide a clear itemized amount for the tax amount and any applicable fees with an acceptance of the full amount before processing the payment.
 - ix. Vendor shall provide a receipt of online transactions with a confirmation number linked to the PIN, bill number, installment, and payment.
 - x. Vendor shall give the taxpayer an option to receive an email receipt of their transaction at no charge.
 - xi. Vendor shall provide the taxpayer an option to receive information via SMS or email for

- payment reminders.
 - xii. Vendors website shall be able to be translated into English and Spanish or the use of Google translator.
 - xiii. Vendors' website must be available 24hours a day 7 days week.
 - xiv. Vendor shall provide the ability to use the interface with mobile devices.
 - xv. Vendor shall clearly display all payment options.
 - xvi. Vendor shall provide easy to use website with clear forward and back buttons.
 - xvii. Vendor will not force the taxpayer to create an account to use their payment website.
 - xviii. Vendor shall have the option to cancel a shopping cart after inactivity.
 - k. Interactive Voice Response (IVR)
 - i. Vendor shall provide an interface for payment processing on e-check, credit card and debit card for IVR.
 - ii. Vendor shall provide an option to be able to speak to an operator to accept payment over the phone for both English and Spanish.
 - iii. Vendor shall be able to handle Teletypewriter and Telecommunications Device for the deaf (TTY and TDD)
 - iv. Vendor shall have the ability to route calls back to the County after a transaction is complete.
 - v. Vendor shall provide a unique authorization or transaction number for each transaction.
 - b) Vendor shall provide the ability to have one payment transaction for the taxpayer that includes both tax payment and convenience fees, but the tax payment and convenience fee will be processed as separate transactions by the vendor.
 - c) Vendor shall notify the taxpayer of the total amount being paid which includes all taxes and convenience fees and request their authorization.
 - d) Vendor shall provide the taxpayer the ability to opt-out of the transaction.
 - e) Vendor shall auto populate as much credit card information to the payment portal to minimize manual entry for the county.
 - f) Vendor shall have the ability to make e-check payments over the IVR without an additional charge.
 - g) Vendor shall provide a direct call center number with live agents for taxpayers when they are having difficulties making payment on the IVR.
 - a. Agents should be available daily from 8am-10pm PST and available 24 hours during our peak collection times.
 - h) Vendor shall support an outgoing IVR.
 - i) Vendor shall have the ability to accept Autopay.
 - j) Vendor shall have the ability to house and update credit card information when it is close to expiration.
 - k) Vendor shall have the ability to set up future dated payments.
 - l) Vendor shall have the ability to process one transaction for the convenience fee and another transaction for payment of taxes.
 - m) Vendor shall have the ability that if one of the transactions is declined the taxpayer will not be charged a convenience fee.
- 12.5 INTEGRATION BETWEEN COUNTY AND VENDOR
- a) Vendor shall provide a method to detect and prevent the duplication of payments.
 - b) Vendor shall indicate if taxpayer is enrolled in an Impound account to taxpayer as an alert prior to accepting payment.
 - c) Any changes to the website need to be approved 2 months in advance by the County.
 - d) Vendor shall support all browsers for integration with the County's website.

12.6 CAMPAIGNS

- a) Vendor shall provide an easy customer experience to taxpayer to sign up for electronic billing.
- b) Vendor shall provide pages that are easy to navigate.
- c) Vendor shall provide out-bound campaigns to have taxpayers sign up for e-billing and e-payments.
- d) Vendor shall support e-billing and any questions from taxpayers on e-billing.
- e) Vendor will provide text reminders to taxpayers of upcoming due dates.
- f) Vendor shall provide e-mail reminders of upcoming due dates.
- g) Vendors will have the ability to not contact taxpayers if they have already made payment on their account.
- h) Vendor shall give the taxpayers the ability to set up self-service calendar reminders.

12.7 E-BILLING

- a) Vendor shall provide a platform that each E-billing is unique to each person, with one or multiple properties or accounts.
- b) Vendor shall provide audit trails to indicate what was sent, opened, declined by the taxpayer.
- c) Vendor shall have procedures in place for when items fail to be delivered or go unopened for a length of time.
- d) Vendor shall provide the ability within e-billing to allow for additional updates and notices on the account.
- e) Vendor shall have the ability to text communication options with unique links to the individual.
- f) Vendor shall have calendar reminders with links to the specific bill information.

12.8 RISK AND COMPLIANCE

- a) Vendor shall be PCI compliant.
- b) Vendor shall provide proof of current certification of compliance with the PCI Data Security Standards for all components and systems provided to the County. During the term of the contract, at least an annual confirmation of this certification shall be provided to the County.
- c) Vendor shall notify the County within 72 hours of any changes to the previously submitted PCI compliance certificate.
- d) Vendor shall play an integral part of the County's disaster recovery plan for payment processing operations. Contractor shall provide its policies and procedures for the safeguards for data integrity and security, system capacity, and system reliability.
- e) Vendor shall provide proof of a successful security audit pursuant to NACHA operating rules within thirty (30) days of Contractor's receipt of the audit report. The NACHA operating rules require adequate levels of:
 - a. Physical security to protect against theft, tampering, or damage.
 - b. Personnel and access controls to protect against unauthorized access.
 - c. Network security to ensure capture, storage, and distribution of consumer financial information.
- f) Vendor shall have two factor or multifactor authentication.
- g) Vendor shall have a desktop application for two factor authentication that does not require use of cell phones.
- h) Vendor shall ensure that the taxpayer's information is kept confidential and not used for marketing purposes.
- i) Vendor shall not store, maintain, or make available any taxpayer information outside of the United States of America.
- j) Vendor shall redirect all sensitive information, such as credit card numbers and bank account numbers, to the Contractor's secure website. The County shall not store or have access to this information.
- k) Vendor Hardware devices must support latest industry standard protocols, encryption standards, and EMV.

- l) Vendor shall outline information on security practices and annual security and risk assessments.
- m) Vendor shall indicate if there have ever been a compromise or security breach and shall provide reports upon request.
- n) Vendor shall have a plan for fraud prevention.
- o) Vendor shall have a method of handling fraudulent activity and chargebacks.
- p) Vendor shall fully interact with county's cashiering software.
- q) Vendor shall provide proof that a penetration test has been completed within the last six (6) months and the results of the test.
- r) Vendor will provide on an annual basis result of their penetration testing to county.
- s) Vendor shall use HTTPS.
- t) Vendor shall use SSL encryption.
- u) Vendor to provide their uptime percentages and must be above 97%.
- v) Vendor to provide statement on how they ensure uptime with the site fails.
- w) Vendor to describe if solution is using cloud hosting or if it is hosted locally.
- x) Vendor to store bank details collected from the customer.
- y) Vendor to provide details on if they have an API? If so,
 - a. What is the protocol or the API?
 - b. What format does the API transact in?
 - c. Is the API rate limited?
 - d. Does the API enforce HTTPS requests?
- z) Vendor to describe how access to payment data is controlled
- aa) Vendor to describe password security guidelines and how they are enforced.
- bb) Vendor to describe the encryption of payment details, including web-based encryption.

12.9 SETTLEMENT AND REPORTING

- a) Vendor to describe their settlement process
- b) Vendor shall provide a minimum seven (7) years of transaction history online.
- c) Vendor shall have the ability to separate the tax payment and the convenience fee to the processor.
- d) Vendor shall not deposit any funds associated with fees into the County bank.
- e) Vendor will only send tax payment funds to the County.
- f) Vendor to provide reporting on all transactions.
- g) Vendor shall have a dashboard to perform reconciliation.
- h) Vendor shall have the ability to prepare a nightly batch file for all transactions and transmit this file to the county's bank at the agreed upon time by the County.
- i) Vendor to describe the flow if payment fails.
- j) Vendor shall provide a timeline from payment being taken from customer's account to funds being delivered to the county.
- k) Vendor to provide details of any failures that occur? Is this done in real time or batched? How is the county notified?
- l) Vendor to describe the process when a taxpayer cancels payment with their bank. How is the county informed?
- m) Vendor shall provide a report showing total payments and transactions activity by channel, method, and batch.
- n) Vendor shall provide detail and summary transaction history via a web portal to include daily monthly quarterly, and annual reports by date, payment method, payment type, volume, average transaction, and other criteria as required by the County.

- o) Vendor shall provide a portal to allow specified County administrative users to be able to request reversals of payment transactions.
- p) Vendor shall provide online transaction detail access through the internet, which allows tracking of payment transactions from the beginning of the acceptance process, through batch processing, to final settlement.
- q) Vendor to provide customizable reporting to include but not limited to:
 - a. Filter by payment date and payment status
 - b. Export of relevant data
 - c. Searches by customer
 - d. Timeline to show payment, date submitted, collected, date paid
- r) Vendor shall provide an online ad-hoc query capability, with reportable data fields to include the following:
 - a. Name of cardholder
 - b. Address of cardholder
 - c. E-mail address of cardholder
 - d. Bill Identifier (PIN,)
 - e. Date of payment
 - f. Tax payment amount
 - g. Payment status
 - h. ACH reject/return/refund/reversal and season
 - i. Credit card refund/reject/reversal/chargeback and reason
 - j. Last four digits of account number
 - k. Payment type (credit, debit, E-check)
 - l. Convenience fee payment amount
 - m. Credit Card authorization number
 - n. Unique payment confirmation number
 - o. Cashier
 - p. Cashier batch
 - q. Transaction date and time
- s) Vendor shall furnish the following report in electronic format by merchant account and terminal to the County:
 - a. Daily transaction detail report that agrees with deposit.
 - b. Daily deposit settlement report
 - c. Daily chargeback/adjustment report
 - d. Monthly expense report
 - e. Monthly invoice
 - f. Monthly summary report
- t) Vendor shall have the ability to share customized reporting to additional users.
- u) Vendor shall provide the online report writing/building capability including, but not limited to, the ability to drag/drop adding data fields, parameterizing, grouping, filtering, sorting, adding calculations, aggregations, supporting expressions, calculating totals, formatting report layout/items/rows/columns, and ability to download/upload to Excel.
- v) Vendor shall provide the ability to download reports in multiple formats including Excel, Text, and PDF.
- w) Vendor to allow refunds via dashboard or application.
- x) Vendor to support retry of payment
- y) Vendor shall describe procedures for handling chargebacks including refunds, rejects and reversals.
- z) Vendor shall provide the ability to approve processing of any returns, chargebacks, and reversals.

- aa) Vendor shall provide an electronic report or reporting method online of all returned items or reversals within 24 hours to the County.
- bb) Vendor shall provide the County all documentation related to processed returns, chargebacks, and reversals.
- cc) Vendor shall provide an audit trail of all rejected/declined transactions.
- dd) Vendor shall have the ability to have credit card refunds debited on our bank account as a separate line item.
- ee) Vendor shall only allow refunds initiated by County personnel.
- ff) Vendor to not withhold funds from county for chargeback and failure protection.
- gg) Vendor shall provide and transmit a daily file to include the following:
 - a. PIN
 - b. Bill Number
 - c. Tax Year(s)
 - d. Installment
 - e. Tax amount paid
 - f. Convenience fee paid
 - g. Cardholder Name
 - h. Cardholder E-mail
 - i. Credit card brand
 - j. Last four (4) digits of the account
 - k. Expiration date
 - l. Payment transaction ID
 - m. Date and time of payment
 - n. Payment channel
- hh) Vendor to describe how reporting works within your system. How reports can be generated, in what formats and what types of data are available.
- ii) Vendor collected funds shall be deemed to be held in trust by Vendor until the funds are deposited into the County's bank account.
- jj) Vendor shall deposit payment amounts directly into the bank account(s) specified by the County.
- kk) Vendor must be certified to process through the network utilized by the County's commercial bank. Currently, the County banks with Union Bank.
- ll) Vendor to provide a unique series of account numbers so there is no consolidation across different billers and no consolidation across different applications for the same biller.
- mm) Vendor must also be able to provide sub-accounts within a single biller application.
- nn) Vendor shall provide the County information with the ACH settlement credit that will enable the County to automatically reconcile the settlement amount to its front-end processing system. The County requires the following:
 - a. Separate ACH transfer for each batch of agency's transactions based on merchant account number.
 - b. A unique number assigned by the system or the merchant that is included with the ACH settlement that allows the identification of the transactions included in the ACH deposit. The number must be provided in the ID=Identification Field of the ACH Detail record.
 - c. Daily Settlement File
- oo) Vendor shall provide to the County Treasurer a daily Settlement Reconciliation File, which facilitates updating County accounts and automating the deposit reconciliation. The file's merchant/agency amounts, and batch information shall correspond to the daily ACH credits. The file shall have, at a minimum, the following components:
 - a. Settlement identifier and amount

- b. Batch numbers and amounts
 - c. Agency transaction detail numbers, amounts, and payment coding
 - d. ACH settlement for returns/reversals should not be netted from the ACH settlement credit
 - e. Vendor shall provide a real-time ACH report
 - f. Vendor to provide all credit card chargeback reports and funds not netted from the bank deposit.
- pp) Vendor shall provide settlement of funds with the County within 24 hours for E-Check, Visa, and Mastercard, and within 48 hours for Discover, AMEX, and any additional payment cards.
- qq) Vendor shall be able to accommodate a daily electronic check volume of at least \$20 million.
- rr) Vendor is required to comply with all NACHA rules when providing payment services. County requires that NACHA rules be followed for both consumer (WEB) and corporate (CCD) entries.
- ss) Vendor shall be responsible for batching and transmitting daily electronic check payment files in standard NACHA formats to the financial institution as designated by County for clearing and settlement.
- tt) Vendor shall batch deposits daily at a standard time designated by the County.
- uu) Vendor shall be contractually responsible for full risk of loss for any funds received for payments on behalf of County until deposited to the specified County bank account(s). Prior to contract execution, the successful Vendor must supply proof of purchase of a bond from a licensed surety, A-7 or better, naming the County as the beneficiary and documenting an extent of liability coverage initially in the amount of \$1.0 million. Such coverage must remain in effect throughout the term of the Master Contract resulting from this RFP. The amount of the bond will be reviewed periodically, no less than annually, to ensure adequate protection.

12.10 BANKING REQUIREMENTS

- a) Funds will be settled through an electronic deposit of gross receipts to the specified Biller bank account(s). Vendor's system must be able to identify Biller funds the next business day following the transaction. Vendor must provide daily settlement to Biller such that the proceeds from the payment and credit records are deposited into the specified Biller bank account(s) no later than 24 hours after the payment and credit records are identified as Biller funds. The method of transfer shall be through ACH.
- b) Describe how the Vendor meets the Internet Check Payment Services settlement requirement in detail, including but not limited to the following:
 - a) The end-to-end timing of the flow of funds beginning with the authorization by Payer, creation of the ACH file, settlement date on the ACH file, the debit to Payer's account and credit to County's account, and transmission of the remittance data to the County.
 - b) The timeframe for settlement of the ACH item to Payer's account and the corresponding settlement to County's account.
 - c) What cutoff times are involved for payments settled on a given day?
- c) Vendor must deliver settlement and remittance processing files at least daily per County's specifications, except for Saturday and Sunday and the following banking holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
 - a. Specify how often and when settlement and remittance processing files are delivered.
 - b. In addition, describe how settlement and remittance processing files are affected by the observance of both federal and state holidays. (Vendor will meet the requirement by describing what happens the day after Thanksgiving, which is a County holiday, but not a federal holiday.)
- d) Vendor must electronically transmit remittance advice data directly to the County.
- e) Vendor must create an ACH file in CCD format on a daily basis that reflects payment amounts and bank account information.

- f) Vendor shall specify which of the additional ACH remittance file formats the Vendor can provide. If any of these additional formats would result in a change to Vendor pricing, please describe.
- g) Vendor must allow for customization of its standard remittance file and reports. Describe how Vendor's standard remittance file can be customized. If customization would result in a change to Vendor pricing, please describe.
- h) Vendor must comply with all NACHA operating rules regarding payment authorization. The authorization must:
 - a. Be electronically authenticated by Payer, i.e., paper authorization is not allowed.
 - b. Be readily identifiable as an ACH debit authorization and clearly and conspicuously state its terms.
 - c. Include instructions for Payer revocation of recurring entries.
- i) Vendor must offer "online, non-recurring payment authorization." Please describe.
- j) Payer's banking information must first be verified by Vendor before bills can be paid online. Vendor must comply with all NACHA operating rules that require the Vendor to employ commercially reasonable fraudulent transaction detection systems.
- k) Vendor must provide County with an electronic process for handling exceptions items, e.g., disputed transactions, NSF transactions, reversals, bank account and routing number changes or updates, ACH returns, Notifications of Change, and billing corrections. The following must be addressed in the Vendor's response:
 - a. The process in place to automatically resubmit returned items; specify number of times resubmit attempts will be made.
 - b. How Vendor will notify Payer regarding bank returns or ACH rejects.
 - c. Length of time for return item notification.
 - d. How County will be notified of rejection.
 - e. How Vendor's services will help County handle return items.
 - f. How Vendor processes ACH credits/debits for disputed transactions.
 - g. How Vendor sends remittance data for reconciliation of returned items.
 - h. The timing of the posting of return items to County's bank account.
- l) Describe which of the following fraudulent transaction detection methods are included in Vendor's Transaction Rate:
 - a. Authenticating Payer's identity.
 - b. Validating a Payer's account number structure and routing numbers.
 - c. Scrubbing against a database to verify account number structure and routing transit number are correct; describe how often. Specifically identify and explain the product the Vendor uses and how the Vendor uses it for fraudulent transaction detection.
 - d. Performing calculations to verify check digit format using American Banking Association standards.
 - e. Initiating a pre-notification entry, i.e., zero-dollar debit, to Payer's account during the payment to verify that the account number and routing information is correct prior to approval.
 - f. Providing Biller, the ability to view and approve/activate enrollments online.
 - g. Employment of check verification types of services, e.g., negative files, which indicate whether Payer has a history of insufficient funds for checks or ACH activity.
 - h. Requiring Payer to enter account number, routing information, and a "shared secret," such as driver's license number or other identification, to verify this information before acceptance of each Internet check payment.
 - i. Prompting a Payer with a series of questions, the answers to which are validated against information contained in the Payer's credit bureau report.
 - j. Others

m) Describe any optional fraudulent transaction detection methods and verification levels and fund-guarantee services, i.e., not subject to NSF, that Vendor offers; include the costs.

12.11 SUPPORT AND TRAINING

- a) Vendor shall at mutually agreeable times, and at no additional cost, provide on-site training during implementation for County personnel regarding the business flow of electronic payments, including reporting and processing of payments, chargebacks, and reversals.
- b) Vendor shall provide a training manual to include a business process flow chart, reporting and query instructions, a glossary of terms, and frequently asked questions.
- c) Vendor shall at no additional cost, provide continuation training via telephone and/or internet as requested by the County at mutually agreeable times.
- d) Vendor shall provide a dedicated client support team, via a toll-free number, to taxpayers for processing questions and exceptions. This team shall be available 24 hours per day, 365 days a year, with a return call made within twenty (20) minutes to resolve customer service issues.
- e) Vendor shall provide an escalation plan relating to customer service response time.
- f) Vendor shall provide a dedicated client support team to County personnel for administrative and processing issues.
- g) Vendor shall have a dedicated client support teams and shall be based in the United States.
- h) Vendor shall provide:
 - a. Customer service representatives' names and phone numbers
 - b. Supervisor names and phone numbers

12.12 TECHNICAL

- a) Vendor shall provide prior day reporting capability via SFTP or web service.
- b) Describe, demonstrate, and/or explain the customer/client integration technologies, such as software development kits, application programming interfaces, and supported standards-based technology approaches. Vendor must be willing to work with the County to provide electronic interface with the current County systems.
- c) Vendor shall provide a technical plan that details their approach, including the following:
 - a. Identify and explain security practices and data encryption methods.
 - b. Identify hosting options of the service and software solution.
 - c. Identify peak transaction volume capacity to handle simultaneous transactions; provide high-water mark expectations.
 - d. Identify practices that provide fault-tolerant fail for communications access and systems components including network servers, backup and recovery, and overall high availability of service.
 - e. Identify testing environments for use with entity application integration.
 - f. Identify beta testing methods and client acceptance methodologies
 - g. Provide information to ensure that system remains operational.
- d) Vendor shall work with County personnel and with other County vendors to develop interfaces between the County's and the Vendor's payment processing systems.
- e) Vendor shall provide real-time integration including, but not limited to, receipt of transaction data and authorization communication to all collection systems with respect to all credit/debit card and electronic check validation.
- f) Vendor's interface solution shall be a web-based service and follow Service Oriented Architecture (SOA) standards (such as Open Group SOA governance framework, OASIS).
- g) Vendor's solution shall utilize XML for data representation, messaging, and interaction conforming to each collection system and common database of record.

- h) Vendor shall comply with the County's change management schedule and best practices, standards, and guidelines around security, architecture, firewall rules, and methodology.
- i) Vendor shall provide dedicated information technology support for implementation, developing interfaces, conversion, and testing processes.
- j) Vendor shall provide support to the County for the maintenance of the Vendor's interface with County's payment systems.
- k) Vendor shall notify the County immediately, upon being apprised of such failure, notify the County, and undertake immediate corrective action pursuant to the highest possible priority.
- l) Vendor shall be responsible for the maintenance, reliability, and security of all its systems related to providing credit card transaction processing services, including the disclosure of all third parties involved in this process.
- m) Vendor shall document the maintenance, reliability, and security of its systems and such third-party systems.
- n) Vendor shall provide the past year's SLA level achievement and the service downtime/unavailability incident executive report.
- o) Vendor shall provide the ability to monitor payment volume and traffic.
- p) Vendor's system shall have the ability to send alert email message to Riverside County Treasurer-Tax Collector based on certain defined rules and logic around the payment frequency/volume, month/day/time of the year, collection point, and office.

13.0 FINANCIAL

13.1

- a) How long has your organization been in operation?
- b) Please attach a copy of your latest audited accounts.
- c) What is your annual turnover?
- d) What approximate percentage of your turnover is contributed by your two largest customers?
- e) Has your company taken on any external investment? If so, describe from whom and how much?
- f) Describe your insurance on client funds?
- g) How are the client funds stored?
- h) Who is your sponsor bank for access?
- i) Are there any pending litigations or legal issues against your company?

EXHIBIT A
SAMPLE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)



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This Agreement, made and entered into this ___ day of ___, 201X, by and between (INSERT COMPANY NAME), (herein referred to as "VENDOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 VENDOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (INSERT # OF PAGES) pages.

1.2 VENDOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. VENDOR 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 VENDOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the VENDOR agrees it can properly perform this work at the prices stated in Exhibit B. VENDOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

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

3. Compensation

3.1 The COUNTY shall pay the VENDOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to VENDOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of VENDOR'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 VENDOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 VENDOR shall be paid only in accordance with an invoice submitted to COUNTY by VENDOR 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 VENDOR 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:

(INSERT DEPARTMENT NAME AND ADDRESS)

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

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify VENDOR 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/her designee are 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 VENDOR for additional payment related to this Agreement shall be made in writing by the VENDOR within 30 days of when the VENDOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the VENDOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the VENDOR pursuant to the claim. Nothing in this section shall excuse the VENDOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for VENDOR's default, if VENDOR 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, VENDOR 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 VENDOR's performance up to the date of termination in accordance with this Agreement.

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

5.6 If the Agreement is federally or State funded, VENDOR cannot be debarred from the System for Award Management (SAM). VENDOR must notify the COUNTY immediately of a debarment. VENDOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Vendor 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 VENDOR agrees that all materials, reports or products in any form, including electronic, created by VENDOR for which VENDOR 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 COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. VENDOR 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 Vendor

7.1 The VENDOR 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 VENDOR's performance under this Agreement. The VENDOR further covenants that no person or subVendor having any such interest shall be employed or retained by VENDOR under this Agreement. The VENDOR agrees to inform the COUNTY of all the VENDOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The VENDOR 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 VENDOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The VENDOR 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 VENDOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the VENDOR's conformity with the terms of this Agreement. If any services performed or products provided by VENDOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the VENDOR 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 VENDOR 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 VENDOR any costs incurred by the COUNTY because of the VENDOR's failure to perform.

8.2 VENDOR 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 VENDOR's performance under this Agreement at any time, upon reasonable notice to the VENDOR.

9. Independent Vendor/Employment Eligibility

9.1 The VENDOR is, for purposes relating to this Agreement, an independent Vendor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the VENDOR (including its employees, agents, and subVendors) 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 VENDOR 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 VENDOR 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 VENDOR warrants that it shall make its best effort to 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. VENDOR 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. VENDOR 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 VENDOR shall screen prospective Covered Individuals prior to hire or engagement. VENDOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. VENDOR 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 VENDOR 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 VENDOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. VENDOR 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 VENDOR 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 VENDOR becomes aware that a Covered Individual has become an Ineligible Person,

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

9.6 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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

VENDOR 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. VENDOR 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 VENDOR 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 California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the VENDOR; and COUNTY shall in no way be responsible to VENDOR for other entities' purchases.

14. Non-Discrimination

VENDOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

VENDOR 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 VENDOR's costs related to this Agreement. All such books, documents and records shall be maintained by VENDOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. VENDOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The VENDOR 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 Vendors, subVendors or suppliers in advance of official announcement.

16.2 The VENDOR 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 VENDOR shall not use such information for any purpose other than carrying out the VENDOR's obligations under this Agreement. The VENDOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The VENDOR 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.

(Depending on the type of service "HIPAA" may or may not apply)

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

VENDOR

(INSERT DEPARTMENT NAME)

(INSERT VENDOR NAME)

(INSERT ADDRESS)

(INSERT ADDRESS)

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 Vendor(s) form DE 542 to the Employment Development Department. The VENDOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the VENDOR to timely submit the data and/or certificates required may result in the contract being awarded to another Vendor. In the event a contract has been issued, failure of the VENDOR 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 VENDOR has any questions concerning this reporting requirement, please call (916) 657-0529. VENDOR 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 VENDOR 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 VENDOR, its officers, employees, subVendors, 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. VENDOR 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by VENDOR, VENDOR 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 VENDOR'S indemnification to Indemnitees as set forth herein.

21.3 VENDOR'S obligation hereunder shall be satisfied when VENDOR 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 VENDOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the VENDOR'S obligation to indemnify or hold the COUNTY harmless, VENDOR 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 VENDOR has employees as defined by the State of California, the VENDOR 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 VENDOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

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

E. General Insurance Provisions - All lines:

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

2) The VENDOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, VENDOR'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) VENDOR shall cause VENDOR'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. VENDOR 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 VENDOR'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 VENDOR has become inadequate.

6) VENDOR shall pass down the insurance obligations contained herein to all tiers of subVendors 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) VENDOR 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 VENDOR 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 VENDOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the VENDOR 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 VENDOR.

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

23.5 VENDOR 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 VENDOR warrants that it has good title to all materials or products used by VENDOR 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 VENDOR in the VENDOR's performance under this Agreement, including, if stated in the Agreement, providing the VENDOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 VENDOR shall comply with all applicable Federal, State and local laws and regulations. VENDOR 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 VENDOR shall comply with the more restrictive law or regulation.

23.9 VENDOR 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 VENDOR 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.

COUNTY:

(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

VENDOR:

(INSERT VENDOR NAME)
(INSERT ADDRESS)

Signature: _____

Signature: _____

Print Name: (YOUR NAME HERE)

Print Name: (VENDOR NAME HERE)

Title: (INSERT TITLE)

Title: (INSERT TITLE)

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and _____

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

RECITALS

WHEREAS, County and Vendor entered into the Underlying Agreement pursuant to which the Vendor 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 Vendor 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 Vendor or Vendor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Vendor 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 Vendor 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 Vendor 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 Vendor 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 subVendor 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. "SubVendor" 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 Vendor of County’s PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Vendor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Vendor 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), Vendor may:
- 1) Use PHI and/or ePHI if necessary for Vendor’s proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Vendor’s proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Vendor obtains reasonable assurances, in writing, from the person to whom Vendor 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 Vendor 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 Vendor 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. Vendor 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. Vendor 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. Vendor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Vendor 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. Vendor 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 Vendor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Vendor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Vendor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Vendor 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 Vendor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Vendor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Vendor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Vendor 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 Vendor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Vendor.** In connection with the use or disclosure of PHI and/or ePHI, Vendor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Vendor 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. Vendor shall promptly notify County if Vendor 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 Vendor of a use or disclosure of PHI and/or ePHI by Vendor 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 Vendor 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 subVendors that create, receive, maintain, transmit or access PHI on behalf of the Vendor agree through contract to the same restrictions and conditions that apply to Vendor 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, Vendor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Vendor on behalf of County, for purposes of determining, investigating or auditing Vendor'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 Vendor shall promptly notify County upon Vendor'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 Vendor 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 subVendor of which Vendor becomes aware that constitute a material breach or violation of the subVendor's obligations under the business associate contract with Vendor, and if such steps are unsuccessful, Vendor agrees to terminate its contract with the subVendor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Vendor 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 Vendor uses or maintains electronic health records. Vendor 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 Vendor or Vendor 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, Vendor shall:
1. 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 Vendor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 2. 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;
 3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 5. Ensure compliance with the Security Rule by Vendor's workforce;
 6. In accordance with 45 CFR §164.308(b)(2), require that any subVendors that create, receive, maintain, transmit, or access ePHI on behalf of Vendor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 7. Report to County any security incident of which Vendor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 8. 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, Vendor 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, Vendor 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 Vendor as of the first day on which such breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Vendor (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 Vendor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Vendor 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 Vendor 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 Vendor, Vendor 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, Vendor 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 Vendor 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, Vendor 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 Vendor'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, Vendor 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 Vendor'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 Vendor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Vendor shall maintain documentation sufficient to demonstrate that all notifications were made by Vendor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Vendor'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) Vendor 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) Vendor 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 Vendor detects such incident. Vendor 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. Vendor 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 Vendor, its officers, employees, subVendors, 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 Vendor, its officers, agents, employees, subVendors, agents or representatives from this Addendum. Vendor 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 Vendor, Vendor 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 Vendor's indemnification to County as set forth herein. Vendor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Vendor 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 Vendor's expense, for the defense or settlement thereof. Vendor's obligation hereunder shall be satisfied when Vendor 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 Vendor'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 Vendor 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 Vendor, or created or received by Vendor 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, Vendor 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 Vendor on behalf of County, and, in the event of destruction, Vendor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subVendors or agents of Vendor. Vendor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Vendor determines that returning or destroying the PHI and/or ePHI is not feasible, Vendor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Vendor that return or destruction of PHI and/or ePHI is not feasible, Vendor 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 Vendor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Vendor is required to document or maintain documentation pursuant to the terms of this Addendum, Vendor 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 Vendor 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 Vendor 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 Vendor 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