



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 02/21/2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

LexisNexis VitalChek Network Inc

***Project Title/Description:**

Ordering of Vital Records

***Purpose:**

Pima County Vital Records issues birth and death certificates for Pima County residents. Certificates can be obtained in-person, by mail and/or expedited service using VitalChek. VitalChek provides a service for all Arizona counties whereby the public anywhere in the country can contact them, pay a fee, and the County will send their certificate directly to them via UPS. After Pima County fulfills the orders, VitalChek sends the revenue to Pima County, and keeps the VitalCheck fee to pay for their services.

***Procurement Method:**

Per Board of Supervisors Policy D29.6.III.C. Direct Selection

***Program Goals/Predicted Outcomes:**

This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

***Public Benefit:**

Utilizing VitalChek allows current and former Pima County residents to receive expedited copies of their birth/death certificates and allows the public to order from the convenience of their home.

***Metrics Available to Measure Performance:**

- Number of certificates issued by VitalChek
- Amount of revenue collected from VitalChek

***Retroactive:**

Yes. In previous years, zero dollars revenue was included in the contract and the contract was signed by the Procurement Director. However, given the amount of revenue collected in previous years, the contract needs to go to the Board of Supervisors for approval. Not enough time was planned for that process. If the agreement is not approved the negative impact is that Pima County residents would not have the convenience available to them to obtain their certificates through the mail.

TO: COB 2-8-23 (1)
Vers.: 1
Pgs.: 13

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: HD Contract Number (i.e., 15-123): 23-110
Commencement Date: 02/01/2023 Termination Date: 01/31/2024 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ Revenue Amount: \$ 1,500,000.00

*Funding Source(s) required: N/A

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? N/A

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required: Health Special Revenue Fund

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Evelyn Gonzales

Department: Health

Telephone: 724-7614

Department Director Signature: Date: 2-3-23

Deputy County Administrator Signature: Date: 6 Feb 2023

County Administrator Signature: Date: 2/16/2023

Pima County Department of Health

Project: Ordering of Vital Records

Contractor: LexisNexis VitalChek Network Inc.

Amount: \$ 1,500,000.00

Contract No.: CTN-HD-23-110

Funding: N/A – revenue contract

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and LexisNexis VitalChek Network Inc. ("Contractor").
- 1.2. Authority. County is authorized to enter into this Contract under A.R.S. sections 11-201(A)(3) and 11-251(17).

2. Term.

- 2.1. Initial Term. The term of this Contract commences on February 1, 2023 and will terminate on January 31, 2024 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff: N/A

5. Compensation and Payment.

- 5.1. Rates; Fees. Contractor will make payment to County in an amount equal to County's charges for all properly authorized requests in connection with services rendered by County and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both parties. Contractor will charge the

consumer/applicant a convenience fee for the use of the Service as per the rates set forth in **Exhibit B** (1 page).

6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers’ Compensation and Employers’ Liability – Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.1.5. Cyber & Privacy Errors and Omission (E&O) Insurance: Cyber & Privacy E & O insurance for professional services under this Contract with policy limits not less than \$5,000,000 Each Claim and \$10,000,000 Annual Aggregate. A Claims- Made policy is acceptable.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a

claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
 - 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation: Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
 - 6.4. Verification of Coverage:
 - 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Protected Health Information.** No protected health information as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be

disclosed or shared between the parties in the performance of this Agreement.

10. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
11. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
12. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
13. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
18. **Termination by County.**

- 18.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 18.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 18.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
19. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|----------------------------------|----------------------|
| County: | Contractor: |
| Director | Legal Department |
| Pima County Health Department | 1000 Alderman Drive |
| 3950 S. Country Club, Suite #100 | Alpharetta, GA 30005 |
| Tucson, AZ 85714-2056 | |
20. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
22. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
23. **Books and Records**. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
24. **Public Records**.
- 24.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As

such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting

Subcontractor to penalties up to and including suspension or termination of this contract.”

26. **Grant Compliance.** Not Applicable
27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
28. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
29. **Warranties.** Except as provided herein, neither Contractor nor any supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to the services furnished pursuant to this agreement, including any applicable hardware.
30. **Patent Rights.** It is agreed that under this Agreement, Contractor does not transfer, and County does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by Contractor.
31. **Data Security.** In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, Contractor has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "Contractor Policies"). A copy of the Contractor Policies has been provided to County, and County agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. County acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction or as required by applicable law. Each party represents that it will abide by all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement.
32. **Data Breach.** Contractor agrees to notify County in the event of a breach or intrusion of otherwise unauthorized access to cardholder or County data stored within Contractor's system and cooperate with any review and investigation by County regarding Contractor's compliance with security requirements.
33. **Promotion of Service.** County agrees to promote the use of the Service by, without limitation, advertisements, bill inserts, easy to locate links on County's home page website

and press releases, which shall be subject to prior review and approval by Contractor. County understands and agrees that the Service is provided at no cost to County and that the funding for this Contract is provided by the Fees, as defined above: provided, however, that should Contractor determine that the volume of transactions being processed for the Service under this Contract are not sufficient to cover Contractor's costs, in Contractor's sole judgment, Contractor may terminate this Contract by providing County thirty (30) days' advanced written notice.

34. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
35. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST

Clerk of the Board

Date

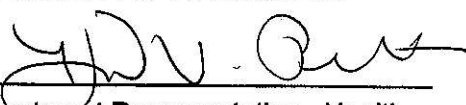
APPROVED AS TO FORM



Deputy County Attorney
Jonathan Pinkney

Print DCA Name
2/2/23
Date

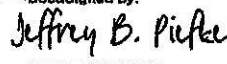
APPROVED AS TO CONTENT



Department Representative - Health

2-3-23
Date

CONTRACTOR

DocuSigned by:

AA188BD305AC400...

Authorized Officer Signature
Jeffrey B. Piefke, Vice President and Gen Mgr

Printed Name and Title
2/1/2023

Date

EXHIBIT A SCOPE OF SERVICES

VitalChek shall, at its expense, install at mutually agreed upon facilities of Department all hardware and software associated with the Services described in this Exhibit (the "Equipment").

VitalChek shall, at its expense, train and authorize appropriate personnel of Department in the use and operation of the hardware and software associated with the Service.

VitalChek will provide enhanced processing services to the County as an In-House Provider to be used during the remote ordering process for certified copies of records from Pima County Health Department ("the Department"). VitalChek has two secure automated call centers processing these requests (Brentwood, TN and El Paso, TX).

All orders for VitalChek services at the Department will be data entered and authorized by VitalChek personnel who have been screened with extensive background checks.

The Department will place a message on their telephone greeting that persons interested in ordering a record over the telephone should call VitalChek at a toll-free number (to be determined), or that records may be ordered by facsimile, toll free, or by accessing VitalChek's Internet home page at www.vitalchek.com. Telephone orders will be answered either by a live operator or, during peak hours non-business hours, by the IVR (Interactive Voice Response system).

At least once every business day, VitalChek will electronically transmit all orders (including entitlement documents) that have been data entered and authorized to the VitalChek system located at the Department. This will enable the Department staff to upload the transaction data, print combination search slips/mailling labels and fulfill the orders. The Department staff will also close out the uploaded batch, print a closing report and payment check and notify VitalChek of any orders that require a credit to the customer because of any mistake or because of the inability to fulfill the order.

Any search information received by VitalChek will be held in the strictest of confidence and will not be divulged to any other person, firm or corporation without the Department's express written consent, except in compliance with law enforcement or federal, state or local laws, rules or regulations. VitalChek will consult with the Department on a regular basis, but no less than quarterly, as to the impact these procedures have had in improving both the total numbers and the turnaround time of orders processed. Where VitalChek deems appropriate, VitalChek will make procedural, hardware and/or software changes to further enhance the efficiency of order processing. Accordingly, VitalChek offers the following processing options, implementation timeframe and pricing:

PROCESSING OPTIONS AND CONFIGURATION

VitalChek utilizes a three-phase process to perform remote ordering as follows:

INTERNET: www.vitalchek.com

24 / 7 ordering capability using secure 128-bit SSL encrypted transmissions; orders are keyed by customers and seamlessly downloaded daily as scheduled.

FACSIMILE: FAX-ON-DEMAND

24 / 7 ordering capability for customers who wish to make use of the Interactive Voice Response system that faxes the order form to a customer who then completes the form and faxes it to a VitalChek representative (or agency rep) who then keys the order into a VitalChek workstation for processing during normal business hours and after receiving entitlement documentation with order form.

TELEPHONE: In-House Provider w/ toll free IVR

24 / 7 VitalChek In-House Provider; customers call a toll free order number, speak with a "live" operator during normal business hours or leave order info on our IVR (during non-business hours) to be transcribed by VitalChek and downloaded to the Department "ready for processing". VitalChek matches entitlement documents and sends entitlement data to the Department on a daily basis.

The County acknowledges and agrees that from time to time access to some of the services may be unavailable or inoperable for various reasons, including but not limited to periodic maintenance procedures or repairs which VitalChek may undertake from time to time, equipment malfunctions, or other causes beyond the control of VitalChek or which are not reasonably foreseeable by VitalChek, including but not limited to interruption or failure of telecommunication or digital transmission links, network congestion, or other failures.

EXHIBIT B COMPENSATION AND PAYMENT

VitalChek will provide these services to County free of charge.

VitalChek will charge the consumer/applicant a convenience fee for the use of the Service, ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as major debit cards in VitalChek's reasonable discretion.

Consumer pricing is subject to change in future years based on transaction volumes, data costs and other market factors. Pima County will pay the prices agreed upon in VitalChek's contract CTR051322 with the Arizona Department of Health Services. A contract amendment will not be required if ADHS contracted pricing increases or decreases. The current fees for consumers are as follows:

All-inclusive charge per order	\$15.50
All-inclusive delivery rate: Express Courier 2-3 Day Delivery	\$17.50
All-inclusive delivery rate: Express Courier Standard Overnight	\$18.50
All-inclusive delivery rate: Express Courier Priority Overnight	\$19.50
All-inclusive delivery rate: UPS Alaska/Hawaii/Puerto Rico (Three (3) to Five (5) Days)	\$26.00
All-inclusive delivery rate: UPS Canada/Mexico (Three (3) to Five (5) Days)	\$27.00
All-inclusive delivery rate: UPS Saturday Delivery (Three (3) to Seven (7) Days)	\$33.00
All-inclusive delivery rate: UPS Worldwide Expedited (Three (3) to Five (5) Days)	\$37.75

For security purposes, signatures are required at time of delivery. The VitalChek fee includes Internet, toll-free phone & fax ordering.