RESOLUTION - ACTION REQUESTED 2019-316

MEETING:       June 11, 2019

TO:            The Board of Supervisors

FROM:          Vince Kehoe, Assessor-Recorder

RE:            VitalChek Network Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with VitalChek Network, Inc. for processing requests of vital records; and Authorize the Board of Supervisors Chair to Sign the Agreement.

VitalChek Network Inc. expedites the remote application, processing and delivery of requests of vital records, which will allow our clients to request a Vital Record online, allowing customers to purchase and receive vital records

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board has previously approved agreements of this type.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and continue processing with current procedures.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Vital Check Contract 2019   (PDF)

RESULT:         ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:          Rosemarie Smallcombe, District I Supervisor
SECONDER:       Merlin Jones, District II Supervisor
AYES:           Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey
EXCUSED:        Kevin Cann
LexisNexis® VitalChek Network Inc.
Vital Records Service Agreement

This agreement ("Agreement") is entered into as of 6/11/19 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Mariposa County Assessor and Recorder ("Agency") with its principal place of business located at 4962 10th Street, Mariposa, CA 95338, P.O. Box 35, Mariposa, CA 95338.

WHEREAS, VitalChek is engaged in the business of providing a service which expedites the remote application, processing and delivery of requests for vital records (hereinafter referred to as the "Service" which is more particularly described in Appendix I attached hereto); and,

WHEREAS, Agency is desirous of installing the Service and providing access to the service to the public;

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Agency do hereby agree as follows:

1. VitalChek shall, at its expense, install at mutually agreed upon facilities of Agency all hardware and software associated with the Service, to the extent detailed in Appendix I attached hereto (the "Equipment").

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

3. VitalChek will make payment to Agency in an amount equal to Agency's charges for all properly authorized requests in connection with services rendered by Agency and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both parties.

4. 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 reasonable discretion.

5. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Agency, and Agency 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. Agency 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 warrants 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 (collectively, the "Laws").

6. A Party herein will not be liable to the other Party or to its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

7. EXCEPT A PROVIDED HEREIN, NEITHER VITALCHEK 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.
8. It is agreed that under this Agreement VitalChek does not transfer, and Agency 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 VitalChek.

9. Notices provided in association with this Agreement shall be provided in writing to the address of the Parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, Alpharetta, Georgia 30005.

10. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless either party provides the other with written notice of termination not less than sixty (60) days prior to the expiration of the then existing term.

11. The terms of this Agreement represent the full and complete agreement between the parties with respect to the Services herein. They may not be altered or amended except by written instrument, duly executed by the parties.

12. This Agreement shall be construed and enforced in accordance with the laws of the State where Agency is located.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

Mariposa County Assessor and Recorder

AGENCY

By: Miles Menetrey

Title: Chair, Board of Supervisors

Date: JUNE 13 2019

LEXISNEXIS VITALCHEK NETWORK INC.

By: Jeff Piefke

Title: Vice President, General Manager

LexisNexis VitalChek Network Inc.

Date: 5-29-2019

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL
APPENDIX I- SERVICE DESCRIPTION AND EQUIPMENT

See attached proposal
VitalChek Proposal for Mariposa County

Vital Record Solutions
Uniquely designed to put all the pieces together

Primary Contact:
Kelly Dyer, Strategic Account Manager
LexisNexis VitalChek Network Inc.
6 Cadillac Drive
Brentwood, TN 37027
Phone: 615-603-1515
Email: kdyer@vitalchek.com
www.vitalchek.com
March 6, 2019

Perca Dahlem
Mariposa County, California

Dear Perca,

Thank you for considering VitalChek for Mariposa County’s vital records needs. We look forward to establishing a rewarding, long-term relationship with you.

LexisNexis VitalChek Network Inc., a subsidiary of LexisNexis® (“VitalChek”), respectfully proposes to provide our enhanced processing service to your agency. The benefits of the program are to provide your office with the ability to accept credit cards as well as provide a more efficient remote order processing system that maximizes revenue with no cost to the Agency while providing your customers with the highest level of customer service.

Below you will find a detailed proposal for our VitalChek solution. The proposal and pricing includes all training, software, 24/7/365 support, professional services, installation and implementation. Regardless of the specific set up and processing options, VitalChek is proposing a no cost pricing model for our service.

Over 400 vital records agencies nationwide have partnered with VitalChek in order to build more efficient and secure online applications. VitalChek has over 30 years of government-focused experience, which has allowed us to develop a custom-built platform that can be tailored to your needs. We hope that you will find tremendous value in being a part of the VitalChek client family.

Most Sincerely,

Kelly Dyer
Strategic Account Manager
615-603-1515
kdyer@vitalchek.com
Proposed Solution

Online Orders

Applicants will have the ability to access the VitalChek web application by browsing directly to www.vitalchek.com or by selecting a link on the agency’s website. File transmission between the applicant’s web browser and the VitalChek website is secured by means of SSL (Secure Socket Layer) v3.0 encryption. Websites that utilize the “https” protocol (as opposed to “http”) feature advanced encryption techniques to protect and authenticate all file transmissions.

VitalChek.com Homepage

From the VitalChek website, applicants can:

1. Place online orders for Birth, Death, Marriage, and Divorce certificates and pay using credit/debit card or personal check,
2. Obtain information on how to place orders by telephone and facsimile,
3. View online order status,
4. Find agency specific order information,
5. Search the FAQ (frequently asked questions) database,
6. Send an email to VitalChek’s Customer Care Center
Order Placement:

If the applicant navigates to VitalChek.com from the agency’s website, he or she will link directly to the agency specific landing page where they can initiate the online order process.

VitalChek’s on-line order processing pages are user-friendly and lead the applicant through each step of the ordering process. The order entry application ensures that all required fields have been keyed by performing edits on the data entered to ensure the order is complete and accurate.

Upon order completion and payment authorization, an Order Confirmation page is displayed. This page provides a summary of the order, an order number, and an order PIN (Personal Identification Number). The PIN is unique to each order and is used in conjunction with the order number to track the progress of the order and delivery of the actual certificate.

Email Notifications:

In addition to the Order Confirmation page, an order confirmation email is sent to the applicant’s email address. This email contains a summary of the order and instructions for checking order status. The VitalChek system generates an e-mail notification each time the order status changes:

1. Upon order completion
2. Upon authorization of Payment
3. Once order is transferred to agency for fulfillment
4. Reminder email if identity/entitlement documentation has not been received
5. Shipping e-mail confirmation, including tracking number for overnight carrier shipments.
   (For regular mail shipments, the email will contain the date the order was mailed.)

Order Status:

VitalChek has developed its systems to provide accurate, real-time status information to applicants. These systems are designed to reduce the number of status calls to the agency, while at the same time providing multiple, convenient accessibility to the applicant. VitalChek provides order status information through two distinct mechanisms, as follows:

- **Online Order Status** - Customers may obtain online order status 24/7 by clicking the View Order Status button located on the VitalChek home page and various other pages within the VitalChek.com website. For security purposes, customers are required to enter their order number and PIN to view real-time order status information. Once the order has been shipped, an e-mail containing tracking information is sent to the customer. The customer can then access shipping status from the VitalChek website.
Agency back-office application: VPS (VitalChek Product Suite) Web

VitalChek's VPS Web solution provides the agency with a secure platform for automated order placement, payment, and issuance workflow. VPS is completely web browser-based and is compatible with Firefox 3.0+ or Internet Explorer 7+. Agency employees can use VPS Web to manage orders placed through the VitalChek website, by phone, or by fax.

VPS Log-In Screen

VPS Web offers the following functions to the agency:

- User role selections and modifications maintained by your Agency Administrator
- Printing of combination search slips/receipts and regular mail labels.
- Provides high level summary of pending, in process, & completed transactions for the last 30 days by certificate type and shipping method.
- Robust reporting (Print and re-print capabilities):
  - Shipping Reports
  - Close reports – Detail and Summary
  - Batch Reports
  - Batch Receipts
- Advanced order searches by Order Number, Status, Authorization Code, Phone Number, Certificate Holder Name, Bill To, Order Source, Applicant Name, Ship to Name, Date of Order
• Ability to preview, generate and send notifications to consumers via mail or email, to view previous correspondence and/or to resend previous correspondence
• Automated air bill generation and email tracking number for UPS orders
• Generate daily payment to your Agency

**Overnight / Next Day Delivery:**

VPS Web utilizes VitalChek’s highly efficient overnight parcel delivery application. The agency’s staff matches printed certificates with the original printed order form (the VitalChek search slip/mailing label) and keys the order number into the VPS Web system. The program prints a shipping label and stores the tracking number with the order. VitalChek then sends an email to the applicant advising that the order has been processed and shipped. This e-mail includes the tracking number and a direct link to the express courier’s tracking website. With each change of order status, VitalChek sends an e-mail so the customer can refer back to the website for order status updates.

The air bills and an accompanying manifest are automatically printed, eliminating the need for additional data entry by agency’s personnel. The agency representative places the certificate, search slip/mailing label and pre-printed express courier air bill into a window envelope (provided by VitalChek) to await pickup by the courier service.

VitalChek provides envelopes and pre-printed labels from overnight carriers with the Vital Record’s Office return address, as well as VitalChek’s overnight carrier account billing information. All supplies are provided at no cost to the agency. Supply orders received prior to 4:00 p.m. Eastern Time, Monday through Friday, will be shipped for next day delivery.

VitalChek has entered into an agreement with UPS to provide guaranteed, overnight delivery for those customers requesting such a service. Additionally, VitalChek assumes full responsibility for and guaranteed payment of overnight delivery fees applicable to orders processed through our service. For packages that are lost, misrouted, or undeliverable, VitalChek initiates the claim process with UPS on behalf of the customer and coordinates re-issuance of the record with the agency. VitalChek assumes all costs associated with this service.

The VitalChek search slip/mailing label is designed in such a way that it can be folded easily to accommodate a standard window envelope with the requestor address visible as a mailing label for regular mail orders.

**Agency Support:**

The agency’s staff will have access to VitalChek’s Technical Help Desk team via a toll-free number 24/7. The Technical Help Desk staff provides both operational and technical support, places orders for supplies, issues refunds/credits, responds to status inquiries, etc. Requests for supplies are fulfilled the same day or the following business day depending on the time the request is made.
Help Desk Support
LexisNexis VitalChek Network Inc. provides your office with a dedicated toll-free telephone number for 24/7 live technical support. Our Support personnel are specially trained in all aspects of our operating systems, programs, processes and the specifics of each office we represent. They have many years of front-line and field level training and can resolve virtually any issue that arises. In addition, we have a diversified staff of programmers, developers, analysts, web specialists, telecommunications and e-commerce experts on staff in our Information Technology Department.

We will respond to all equipment, hardware, software and system failure calls within 4 hours following notification. If any equipment needs to be replaced turn-around is normally 24 hours.

Financial Responsibility/Risk Assumption
LexisNexis VitalChek Network Inc. will assess no fees, charges or penalties to your office in the performance of this service. LexisNexis VitalChek Network Inc. assumes responsibility for transaction settlements and handles all credit card inquiries, charge-back and retrieval requests.

VPS WEB System Requirements (for office personnel to access VPS)
- VPS WEB is accessed through the URL: http://agency.vitalchek.com
- Web browsers of Internet Explorer 7.0 version or higher; IE8 recommended. Mozilla Firefox 3.0 or greater, 3.6 or higher recommended. Must be at least 32-bit (note: IE 64 bit has compatibility issues with Adobe Acrobat Reader).
- JavaScript must be enabled.
- Firewalls should be opened up to allow traffic to vitalchek.com – ports 80 and 443.
- PC Configuration: Required Screen Resolution of 1024 X 768.
- Adobe Acrobat Reader Version 8.0 or later for viewing receipts, reports, printing checks & creating/printing shipping labels.
- Users must have a valid Email address for access credentialing.

VPS User Maintenance
Multiple security levels exist with VPS. During the installation and training of the agency, VPS Administrator will be set up. This person will have the ability to add, delete and update users for the system, assign the required security levels and user ids.

Security
Order information and personal profiles are processed through LexisNexis VitalChek Network Inc.’s secure network server. VPS utilizes Entrust services to encrypt (via 1024 bit encryption utilizing https transmissions) all private information including credit card number, name, and e-mail address so that it cannot be read as the information travels over the Internet. Our Service meets the Payment Card
Industry (PCI) Data Security Standard supported by all of the major credit card companies: MasterCard, Visa, American Express and Discover and abides by their rules for the collection and processing of credit card information.
Pricing

A foundation of the VitalChek model is a **no cost** approach to our agency partners. The following outlines the Fee associated with this service that would apply to consumers;

**Online Ordering Fees**
- Certificate fee – Agency’s current certificate fees
- VitalChek fee: $12.95
- Express carrier fee – For orders shipped Express delivery via VitalChek’s Express Courier account, VitalChek will charge the flat rate of $19.00 for Continental United States, only. International shipping available for an additional fee