



Linu Parappilly
Director of Technology Services

07/17/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with RICOH USA for a cloud-based electronic records management system. Contract Value is \$228,190 for 3 years. Funding is through budgeted departmental cost allocations, which does include a small portion of budgeted County General Funds.

Previous Board Action/Review	None.		
Performance Clackamas	1. Which indicator of success does this item affect? Building a strong infrastructure. Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Andrea Morrill	Contact Phone	503-722-6675

EXECUTIVE SUMMARY: Technology Services proposes the implementation of Laserfiche, a modern, cloud-based Electronic Records Management System (ERMS) that fully met and exceeded the requirements outlined in the recent RFP. This project will replace the outdated ApplicationXtender system currently used to manage Employee Files. Implementing Laserfiche is a critical step in modernizing the County's document and records management capabilities. It directly addresses current system limitations, enhances security and compliance, and provides a more intuitive, user-friendly interface. The new system will streamline workflows, increase efficiency, and introduce new features that improve productivity across departments. Laserfiche will also support long-term digital transformation goals by offering scalable, cloud-based solutions that align with best practices for electronic records management. Technology Services seeks approval to purchase Laserfiche in the Cloud through RICOH USA, Inc. via RFP No. 2025-16. Year 1 will include \$31,815.00 in project implementation work and software licensing not to exceed \$46,375.00. Licensing costs for years 2 and 3 combined would not exceed an additional \$150,000.00. The total proposed contract value is \$228,190.00 over 3 years.

RECOMMENDATION: Staff respectfully request that the Board of Commissioners approve the contract with RICOH USA, Inc., for Laserfiche in the Cloud as the new records management software solution for HR.

Respectfully submitted,

Linu Parappilly
Director of Technology Services

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001342**

This Personal Services Contract (this “Contract”) is entered into between Ricoh USA, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf Technology Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2028.
- 2. Scope of Work.** Contractor shall provide the following personal services: Cloud Based Records Management System (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay the Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Twenty-Eight Thousand One Hundred Ninety Dollars (\$228,190.00)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

- a. Project Implementation Work is on a fixed fee basis and is broken down as follows:

Implementation	\$21,320.00
Migration	\$1,640.00
Training	\$1,640.00
Project Management	\$7,215.00
Total	\$31,815.00

- b. Year 1 software licensing usage shall not to exceed **\$46,375.00**.

- c. Year 2 and Year 3 annual licensing shall be in accordance with the following rates:

	Licensing Unit Cost Year 2	Licensing Unit Cost Year 3
Laserfiche Production Named Users	\$839.45	\$864.64
Laserfiche Production Participant Users	\$66.95	\$68.96
Laserfiche Test Named Users—as needed	\$839.45	\$864.64

Year 2 and Year 3 licenses shall not to exceed **\$150,000.00**. The exact amount of Year 2 and Year 3 licenses needed is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$ 150,000.00 authorized herein. Payments for Year 2 and Year 3 will be in accordance to actual usage.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit invoices **only upon completion of the implementation and go-live of the Work**. Each invoice shall describe in detail the Work completed, the personnel who performed the Work, and shall itemize and explain all reimbursable expenses. Invoices must also reflect the total cumulative amount billed to date.

The total fee for implementation, including all services required to achieve go-live, **shall not exceed \$31,815.00**. Contractor shall not invoice, and the County shall not be obligated to pay, any amount in excess of this implementation fee cap. Following successful go-live, the County shall pay for software licenses or subscriptions **on a yearly basis with the first annual payment due after the go-live date**. Subsequent annual license payments shall be due in advance on the anniversary of the go-live date, unless otherwise agreed in writing.

Invoices must be submitted in proper form within sixty (60) calendar days after the go-live date. Failure to do so will constitute a waiver by Contractor of the right to submit such invoice or receive payment.

All payments shall be made in accordance with ORS 293.462, subject to the County's review and approval of the submitted invoice(s). Any increase to the total compensation amount must be made by a formal, executed amendment to this Contract prior to the performance of any Work subject to the increased amount.

Invoices shall reference the above Contract Number and be submitted to: Andrea Morrill at amorrill@clackamas.us

5. **Travel and Other Expense.** Authorized: ☐ Yes ☒ No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract Exhibit A and Exhibit B.

7. **Contractor and County Contacts.**

Contractor Administrator: Barbara Kalil Phone: 503-299-9932 Email: barbara.kalil@ricoh-usa.com	County Administrator: Andrea Morrill Phone: 971-380-1194 Email: amorrill@clackamas.us
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Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the

performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not

limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work

Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract,

to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work. Contractor shall be entitled to compensation for any and all work completed up to point of termination.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity.

- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such

unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. Reserved.

30. Reserved.

31. Cooperative Contracting. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. Reserved.

33. HIPAA Compliance. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Business Associate Agreement attached hereto as **Exhibit B** and incorporated by this reference herein

34. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Ricoh USA, Inc.

Clackamas County



06/12/25

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Name: _____

2102696-92

Oregon Business Registry #

Approved as to Form:

FBC, DE

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A
CONTRACTORS PROPOSAL

Cloud-Based Records
Management System for
HR/Personnel Files
Proposal
(RFP No. 2025-16)

CLACKAMAS COUNTY



Cloud-Based Records Management System for HR/Personnel files Proposal

CLACKAMAS COUNTY*(RFP No. 2025-16)*

Barbara Kalil
Account Manager, Ricoh Digital Services
RicoH USA, Inc.
7244 SW Durham Rd., Portland, OR 97224
503-299-9932
barbara.kalil@ricoh-usa.com

Camaron Murdy
Business Process Specialist
RicoH USA, Inc.

206.228.8980
Camaron.Murdy@ricoh-usa.com

Ben Allison
Senior Architect, Technology Solutions
RicoH USA, Inc.

503-793-4945
Ben.Allison@ricoh-usa.com

Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, we are confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh, and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

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Ricoh USA, Inc.
300 Eagleview Blvd.
Exton, PA 19341

March 26, 2025

Thomas Candelario
CLACKAMAS COUNTY
2051 Kaen Rd, Oregon City, Oregon 97045

Subject: Cloud-Based Records Management System for HR/Personnel files RFP 2025-16

Dear Mr. Candelario:

Ricoh USA, Inc. (Ricoh), is pleased to submit the enclosed proposal for a Cloud-Based Records Management System for HR/Personnel files to CLACKAMAS COUNTY, in response to the February 18, 2025 Request for Proposal (RFP) No. 2025-16. Our response is submitted via Bid Locker, as required by the RFP.

Ricoh understands that CLACKAMAS COUNTY is looking for an experienced partner to implement a comprehensive cloud-based records management software solution to replace the current AppXHR system to streamline HR processes and enhance data security, to increase performance and compliance, and modernize how you manage HR files. Our choice to accomplish your goals is Laserfiche in the Cloud.

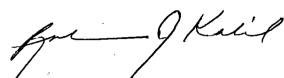
We are proposing Laserfiche in the Cloud to meet and exceed your requirements while providing a scalable solution for the County to continue to build on the framework with other workflows within HR and other divisions. The proposed Ricoh solution includes the migration of data from AppXHR to Laserfiche, configuration of the system and complete training for technical and end users of the system, according to your scope of work.

Ricoh is uniquely positioned to benefit CLACKAMAS COUNTY because we understand current state and your desired “new state” (new software management solution.) Our team of experts has been supporting the County’s AX beginning in 2010 with the implementation of AX and over the years with ongoing support, expansions, upgrades and troubleshooting issues.

As a Premiere partner of Laserfiche, Ricoh is the largest worldwide reseller and implementer of this solution. Our Ricoh team who will work with the County has extensive experience in successfully implementing the cloud-based HR records management system you require—one with content management, business process optimization with new workflows, records management, information governance, change management, and advanced capture.

We are confident that with our knowledge and expertise we can help Clackamas County achieve the desired outcome with a cloud-based records management solution. If you have any questions or require additional information, please do not hesitate to contact me. We thank you for the opportunity to offer our services and look forward to hearing from you regarding the next steps.

Sincerely,



Barbara Kalil, Account Manager
Digital Services, Ricoh USA, Inc.

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EXECUTIVE SUMMARY

CLACKAMAS COUNTY'S GOALS AND OBJECTIVES

Through February 18, 2025, Request for Proposal (RFP), CLACKAMAS COUNTY seeks a vendor to provide a Cloud-Based Records Management System for HR/Personnel files. Ricoh USA, Inc. (Ricoh) has carefully reviewed the requirements of the RFP and all the information provided by CLACKAMAS COUNTY. This proposal is the result of our analysis of that information and defines our approach to the services requested. We are confident that this proposal will highlight the advantage of partnering with Ricoh to provide the recommended Laserfiche records management solution.

5.2. PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS:

- **Description of the firm.**

Ricoh USA, Inc is a subsidiary of RICOH Limited, a \$16 billion worldwide company with manufacturing, research and development divisions.

With approximately 50,000 clients with 330,000 client sites in North America and more than a million globally, Ricoh continually works with our clients on the creation and movement of information. We see government entities striving to keep pace with changing client needs. While they want to provide better experiences for their employees and clients, too much of their data is unstructured, in silos, and inaccessible to those who need it.

As a digital services company, Ricoh can connect and structure that information so customers can gain insight. We capture, manage, connect, secure and provide access to it so our clients can evolve how they use technology, modernize how they operate, and ultimately transform how they understand and advance their business.

Ricoh unleashes the full power of trapped information so the County can unlock the full potential of their people and empower them to respond to change with actionable insights and create more meaningful human experiences. It's why we work hard every day to meet – and exceed – expectations.

- **Credentials/experience of key individuals that would be assigned to this project.**

Ricoh will assign an experienced Project Manager to plan, monitor and control the project. Ricoh Project managers average 20+ years of implementation experience in our industry. They hold certifications including PMP, ITIL v3/v4, Six Sigma and MBA. Ricoh Project Managers are assigned upon contract execution based on scope and resource availability.

Stephen Silver—24+ years, Ricoh employee. Laserfiche Subject Matter Expert and Engineer— ITIL Foundations and Microsoft Certified Professional (MCP), MTA – SQL Server Database Fundamentals, BPMs; Masters in IT, BS in Business Management, Sr Level Technology Management Professional, since 2017, specifically Solutions Engineer, Enterprise Services, leading and overseeing a group who delivers Business Process Automation solutions.

Greg Rizzo—Ricoh Employee for 34 years; EDM certified, Laserfiche Gold certified since 2016; AIM Business Process Management (BPM) Certified, SQL Server Database Certified.

David Haythorn—Ricoh employee 35 years. Senior Engineer, Solution Support Services, ApplicationXtender / AppEnhancer Subject Matter Expert. Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Professional (MCP), Microsoft Technology Associate (MTA) – Database Fundamentals, AIIIM BPM Specialist.

- **Description of providing similar services to public entities of similar size within the past five (5) years.**

In Oregon, Ricoh's Implementers and Engineers worked with The Child Welfare Division to structure case files and data, eliminate duplicate or outdated files, providing analytics and audit trails to safeguard against future legal action. We worked with the Oregon Dept of Corrections to streamline their accounting processes to provide easy and quicker access to financial records and contracts to save time and provide accessibility to the employees who needed the information when they needed it without having to search for different directories and paper files.

Ricoh assisted Washington State Health Care Authority (HCA) with the transition from their AX On-Premises environment to Laserfiche Cloud. The migration process was well-documented. Ricoh provided training and technical support to the Customer to quickly transfer the AX documents and workflows, experiencing minimal downtime. Laserfiche's intuitive interface and cloud-based efficiency make it an easy adoption. Production increased almost immediately.

- **Description of the firm's ability to meet the requirements in Section 3.**

Ricoh is a Platinum Premier partner of Laserfiche and a certified provider of software, solutions, and services. Throughout North America, Ricoh has implemented and is servicing over three hundred and fifty Laserfiche ECM installations, which includes approximately 36% dedicated to Higher Education, K-12, and State and Local Government entities.

We employ engineers who have over 20 years of experience with AX/AE on the team. Our Laserfiche engineers are Laserfiche GSME Certified Platinum and Laserfiche Gold Certified. They have over 17 years' experience implementing Laserfiche -- including many large/complex implementations.

Ricoh understands the goals of the County in moving to a modern Content Management strategy using Laserfiche in the Cloud from an end-of-life platform (AX). Our implementers and certified engineers have the credentials and years of experience working with government agencies to structure data, provide process control to move information between various formats and into the hands of people who need it. We work with customers to achieve their specific goals and objectives, like what the County wants for their HR/Personnel Files processes.

- **Description of what distinguishes the firm from other firms performing a similar service.**

The Ricoh Methodology Framework (RMF) distinguished us from other firms. This framework encompasses Project Management Institute (PMI) processes, ITIL Service Management principles and years of consulting and project management services experience. Ricoh's collaborative approach to projects has proven successful on numerous program transitions. This scalable approach consists of subdividing a larger project into smaller, more manageable phases, at the end of which Ricoh and the customer review deliverables from one phase before commencing the next. This allows Ricoh to closely monitor project progress; ensuring your needs and expectations are met. The phases of the RMF, as illustrated in the attached Sample Project Plan, are:

Initiation – Project definition and setup, identification of project resources and stakeholders, establishment of communication protocols

Due Diligence – Discovery and documentation of business requirements, constraints, and opportunities

Planning – Development of project milestones and schedule to meet timeline and budget expectations

Design – Development of effective implementation strategy, tools, and processes

Build and Test – Installation and configuration of contracted solutions, user acceptance testing and approval to proceed

Deploy – Delivering the designed solution in accordance with the project plan, monitoring and controlling risk, managing and escalating issues.

Training – Ricoh will provide Technical and End-user training.

Project Handover - Transition to steady state management for ongoing solution support, implementation lessons learned and administrative project closure

5.3. SCOPE OF WORK

- **Overview of the proposed solution. Provide a comprehensive solution proposal that outlines how the software meets requirements listed in section 3.3.1.**

Ricoh is proposing Laserfiche Cloud Business Tier for Document Management. It is a SaaS solution that meets and exceeds your requirements. We have outlined how it meets those requirements below.

1. Laserfiche Cloud Business Tier – SaaS - Document Management

Annotations: The software allows users to add comments, highlights, and notes directly onto documents depending on security rights.

True Redactions: Sensitive information can be securely redacted from documents along with a purpose/ reasoning for the redactions.

User and Document Level Security: Granular security settings ensure that access to documents and user actions are tightly controlled.

2. Workflows and Approvals

Signatures: Digital signature capabilities are integrated for document approvals, along with the ability to integrate DocuSign.

Dashboard of Actionable Workflow: A user-friendly dashboard displays pending tasks, approvals, and workflow statuses. Laserfiche Analytics is a powerful feature within the Laserfiche platform designed to help organizations collect, analyze, and visualize data to improve efficiency and make informed decisions.

3. Identity Management

SAML 2.0 Single Sign-On with Azure Entra ID Integration: Seamless integration with Azure Entra ID for single sign-on (SSO) capabilities.

SCIM or Auto Provisioning: Automated user provisioning and management through SCIM.

4. Learning Management System

On-Demand Learning Resource Platform: A comprehensive platform for accessing training materials, tutorials, and other learning resources.

Required Features

5. Meta Data Management

Tags for Access Control: Metadata tags can be used to control access to highly secure documents.

Bulk Updates: Efficiently update metadata for multiple documents at once utilizing the Laserfiche Workflow Module.

6. Role-Based Access Control (RBAC)

Least Privilege Enforcement: Users are granted the minimum level of access necessary.

Security Roles Configuration: Define and configure security roles with specific permissions.

Action Permissions (Add, Edit, View, Delete): Control user actions on documents based on their roles.

7. Security Audits

User Access - Advanced Audit Reports: Generate detailed reports on user access and actions for compliance and security purposes.

8. Workflow and Notifications

Workflow Automation: Automate document workflows to streamline processes.

Notifications: Real-time notifications for workflow updates and approvals.

9. Document Retention

Destruction Schedules & Cutoff Rules: Configure schedules for automatic document destruction based on retention policies.

10. Search / Full Text Search

Meta Data and Document Content (OCR): Advanced search capabilities using metadata, annotations and OCR for document content.

Optional Features:

11. Fillable Online Forms

Create and manage fillable forms directly within the software.

12. Document Sharing

Direct Share allows security for sharing documents with internal and external stakeholders along with an Audit Trail. The documents can be set to have an expiration time limit along with a secure password.

13. REST API

Provide API access for integration with other systems and applications with required Security, Compliance, and Privacy.

14. Encryption

In Transit and At Rest: Ensure all data is encrypted both during transmission and while stored. The platform is built upon the Amazon Web Services infrastructure.

15. Compliance Standards

SOC 2 Type 2: Adhere to SOC 2 Type 2 standards for security and availability. SOC 2 Type 2 report can be provided upon request.

ISO/IEC 27001:2022: Compliance with ISO/IEC 27001:2022 for information security management.

HIPAA: Ensure compliance with HIPAA regulations for handling protected health information.

DoD 5015.2: The Laserfiche Records Management Module meets DoD 5015.2 standards for records management.

- See Completed Exhibit B in response to section 3.3 called “Response Matrix for Menu of Features Requested” including:
 1. if requirement is “fully satisfied”, “partially satisfied” or “not satisfied”
 2. brief description of how requirements are satisfied or justification for why not
- Detailed breakdown of features and functionalities and which functionalities are managed by vendor and which by the county.

Functionalities Managed by County:

Will provide a **designated Project Lead** who will:

- Support the development of the TDD
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Possess a solid understanding of the business processes as well as the overall project objectives.
- Provide Ricoh with a system administrator during implementation.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.

Will provide **System Administrator / Technical Support:**

- Provide Ricoh with system access and participate in the software installation.
- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh Project team during the system integration test and UAT as necessary.
- Be available for training and application support as specified in the Project schedule/plan.
- Provide ongoing technical support for the various software components.
- Ensure the network is in proper working order in a stable environment.
- Execute appropriate backups
- Ensure accuracy of data/information supplied to Ricoh.
- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.

Functionalities managed by Vendor: See our roles and deliverables outlined below in Scope of work

1. Project Management

Ricoh will provide a Project management resource, throughout the Project lifecycle, to coordinate the delivery and integration of Ricoh components of the solution utilizing the Ricoh Project timeline/schedule and deliverable lists of Ricoh components.

Deliverable(s): SOW review with Customer resources at Project kickoff, Project plan/timeline and Resource Matrix with Escalation Path

2. Design

Ricoh and Customer Project team members will jointly gather, develop, and finalize the technical requirements for the Project including the validation of the preliminary requirements and configurations. These requirements will be translated into a technical design document (“TDD”).

Deliverable(s): TDD for Customer review and approval

3. Implementation

In this phase, Ricoh will install, configure, and test the solution as defined in the TDD and approved by Customer, as follows:

Ricoh Professional Services

Laserfiche Cloud

- Ricoh will activate and configure both Laserfiche Business Edition Environments
 - One Test Repository
 - One Production Repository
- Ricoh will configure the Single Sign On, with Clackamas County IT providing the Service Provider Information for both environments.
- Ricoh will validate the 5 Named Users synchronized via SAML v2.0 MS Azure Federated Services within the Test Environment.
- Ricoh will validate the 25 Named Users along with the 400 Read Only Users synchronized via SAML v2.0 MS Azure Federated Services within the Production Environment.
- Ricoh will Install Laserfiche client components on three Customer-supplied PCs (one per department). These client-side components include:
 - Laserfiche Windows and Web Clients
 - Customer will install additional Laserfiche Windows and Web Clients on additional PCs if desired.
- Ricoh will Configure role and group based Laserfiche permissions as follows, using Laserfiche groups:
 - Create up to Sixty-Eight (68) user security profiles (admin, edit, view) per current ApplicatonXtender (AX) environment.
 - Configure 3 Departments (Human Resources, Risk, Payroll)
 - One Administrator security profile (Full Rights and Records Admin)
 - Ricoh will create up one (1) Laserfiche template with up to 20 index fields within both the Test & Production environment
 - Ricoh may create up to twenty-four (24) Workflows
 - Additional Discovery & Design – Utilizing Variables will allow the Workflow to be consolidated and streamline the Business Processes.
 - Ricoh will create up to 7 Record Series, that include Cutoff Rules, Retention Schedules and Final Disposition Actions per the State Requirements provided within the RFP.

Migration Services

- Ricoh will install the Laserfiche Import Agent onto two (2) Customer provided Window Server(s) ***
Improve throughput.
- Ricoh will configure up to two (2) Import Agents to monitor the Import Processes utilizing the .xml files.
- Customer will export the Images and Metadata from the AXHR Application in a **Laserfiche supported** .xml file along with the metadata and .pdf image and annotations burned into the document. .xml template will be provided by Ricoh

Exhibit - .xml sample

```
<?xml version="1.0" encoding="utf-8" ?>
<LF:importengine xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
  xmlns="http://laserfiche.com/namespaces/importengine" ImportEngine.xsd"
  xsi:schemaLocation="http://laserfiche.com/namespaces/importengine" version="1.0">
  <LF:doc on_document_conflict="unique" on_folder_conflict="unique">
    <LF:document name="Payroll" template="HR Documents">
      <LF:metadata>
        <LF:field_value name="Employee Number">22029874</LF:field_value>
        <LF:field_value name="Document Type">HR - PERFORMANCE REVIEW</LF:field_value>
        <LF:field_value name="Form Type">Personnel</LF:field_value>
        <LF:field_value name="Claim #"></LF:field_value>
        <LF:field_value name="EFF/Doc Date">2/24/2010</LF:field_value>
        <LF:field_value name="Active Department">Information Technology</LF:field_value>
        <LF:field_value name="Print ID Number"></LF:field_value>
        <LF:field_value name="End Date"></LF:field_value>
        <LF:field_value name="Scan Date">2/26/2010</LF:field_value>
        <LF:field_value name="Employment Status">Active</LF:field_value>
        <LF:field_value name="Benefit Status">Active</LF:field_value>
        <LF:field_value name="Sealed">No</LF:field_value>
        <LF:field_value name="Archived Department">Records</LF:field_value>
      </LF:metadata>
      <LF:pages>
        <LF:page occ="true">
          <LF:pagepart>
            <LF:fileref ref="C:\Import\22029874 - HR PERFORMANCE REVIEW 2010.pdf" />
          </LF:pagepart>
        </LF:page>
      </LF:pages>
    </LF:document>
  </LF:doc>
</LF:importengine>
```

- Ricoh will monitor the 1st 100,000 documents and the County will monitor the remaining ~234,737 documents.

Off-Site UAT and Training Support

- Assist customer in testing the scanning devices, uploading of images and confirming the documents are within the Laserfiche Repositories.

Deliverable(s): Installed solution according to the specifications in the TDD and provide preliminary system testing and demonstrate compliance with requirements from the TDD.

Training and Documentation Services

Laserfiche Admin Training

Ricoh will provide up to two (2) remotely delivered "Train the trainer" sessions of up to four (4) hours covering administrative training and system structure knowledge-transfer with network administrators or other assigned client staff. This session may cover, but is not limited to:

- Technical system overview
- Using the Laserfiche web administrative tools
- Basic troubleshooting
- Laserfiche scan/import setup and monitoring for Document Image Migration

Laserfiche End user Training

Ricoh will provide up to two (2) remotely delivered "Train the trainer" sessions of up to four (4) hours covering end-user training and knowledge-transfer with designated client staff. This session may cover, but is not limited to:

- Using the Laserfiche web client
- Document import, indexing, searching and retrieval

- Records Management – see Appendix A for Records Management Preliminary Design.

Deliverable: Completed delivery of UAT “Train the Trainer” and administrative user training sessions

County: Once installation, configuration, and testing are complete, Customer will conduct the user acceptance testing (“UAT”)

Additional training by Ricoh may be requested through the [Change Control](#) process and utilize the [Optional Block of Time](#).

User Acceptance Testing

Prior to production rollout, Ricoh will request signoff of the UAT phase of the project per the mutually approved Project plan/timeline.

Deliverable(s): Acknowledgement of a working system per the UAT, and any subsequent change orders (“CO”) via Customer signoff of completion of UAT testing.

- [Provide an example of a project plan for migrating us from our current system to the proposed solution.](#)

See Appendix B

- [Breakdown of a document and permission structure if in the future other departments want to leverage proposed solution for management of their records.](#)

Laserfiche offers many ways for you to protect your content. You can determine which departments have access to what folders, and documents, and what they can do with those documents. You can also restrict users from performing certain actions across the entire repository.

There are three basic types of security: access rights, which allow you to secure documents and folders and their contents; privileges, which allow you to grant or restrict the ability to perform certain tasks across the entire repository; and field and template rights, which allow you to secure field data. In addition, security tags allow you to restrict access to documents on a document-by-document basis, and redactions allow you to restrict access to information on specific parts of document pages.

- [If adding additional department, is the best practice to create a new repository?](#)

The best practice would be to create a root level folder and assign the necessary permissions within the existing repository. Currently, Laserfiche does not support multiple repositories within the same tenant.

- [Any limitations on how many repositories we can add?](#)

Laserfiche allows one repository per tenant. There is no limit to how many repositories a customer may have. Since the Laserfiche Cloud environment is a subscription-based model, additional users and modules can be purchased as needed which will allow the ability to isolate the users, and documents within the Repository. Each Laserfiche Named User comes with 100 Gbytes of Storage that can be shared across the Laserfiche Repository.

- [What is the process to add another document repository?](#)

If another repository is required, then purchasing another Laserfiche Tenant would be required when utilizing the Laserfiche Cloud environment.

- **Implementation timeline.**

Please see the attached Sample Laserfiche Project Plan in Appendix B. Ricoh's project manager will develop a customized implementation plan specific to Clackamas County's requirements after completion of Due Diligence to identify Clackamas County's development and testing opportunities and constraints. In general, as the Sample plan shows, a project of this scope generally takes approximately 90 days.

- **Data security measures and compliance certifications.**

Laserfiche is an **enterprise content management (ECM) built on the Amazon Web Services Enterprise Environment**. Laserfiche uses **AES-256 encryption to encrypt customer data**. Connections over the Internet to Laserfiche Cloud are encrypted using HTTPS over TLS 1.2 or higher. Requests over unencrypted HTTP will be automatically redirected to the equivalent HTTPS endpoint.

- **Support and maintenance offerings.**

Support and maintenance are included within your subscription. Ricoh engineers who support your Laserfiche environment are Platinum Certified. A Laserfiche- Service Level Agreement (SLA) is available upon request.

- **Any additional services or features offered.**

Laserfiche comes with:

- built-in integrations for Word, Excel, PowerPoint, Outlook and Teams. Users can create, edit, share and archive Microsoft 365 content.
- Full-Text search features which highlight the search result and reports on the number of hits per result.
- Laserfiche also supports electronic signatures with the ability to integrate with DocuSign. Integration is included at no charge. (if you have the DocuSign licenses)
- Laserfiche Document Summary utilizes AI which can generate concise summaries of documents, including text, voice transcriptions, and videos.

Optional: Consulting services to oversee migration, Change Management services to promote quick adoption of new system.

PROPOSED SOLUTION HIGHLIGHTS**OUR PROPOSED SOLUTION INCLUDES THE FOLLOWING COMPONENTS:**

<ul style="list-style-type: none"> ○ Laserfiche Cloud Business Tier – Production Environment <ul style="list-style-type: none"> ▪ 25 Named Users ▪ 400 Participant Users (Read Only) ○ Forms Portal – Unlimited Submissions ○ Public Portal – Unlimited Requests ○ Import Agent w/ Emailing Archive ○ Quickfields w/ Agent – 10 Licenses ○ API – 100,000 calls / month ○ Workflow BOT – 1 ○ Workflow Module ○ Business Process Module ○ Advanced Audit Trail ○ Records Management Module (DOD 5015.2) ○ MS O365 Integration ○ Integration w/ Teams ○ Integration w/ SharePoint ○ DocuSign Module ○ One easy-to-use WYSIWYG interface for searching metadata, folders etc 	<ul style="list-style-type: none"> ○ Laserfiche Cloud Business Tier – Test Environment <ul style="list-style-type: none"> ▪ 5 Named Users ○ Forms Portal – Unlimited Submissions ○ Public Portal – Unlimited Requests ○ Import Agent w/ Emailing Archive ○ Quickfields w/ Agent – 10 Licenses ○ API – 10,000 calls / month ○ Workflow BOT – 1 ○ Workflow Module ○ Business Process Module ○ Advanced Audit Trail ○ Records Management Module (DOD 5015.2) ○ MS O365 Integration ○ Integration w/ Teams ○ Integration w/ SharePoint ○ DocuSign Module ○ One easy-to-use WYSIWYG interface for searching metadata, folders etc
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5.4. FEES

Provide pricing structure, including licensing for the first 3 years, implementation including migration, and ongoing support/maintenance costs, as well as a price break per user based on total number of users. Additionally, please include the cost for extensions beyond June 30, 2027.

See table below

How does the fee structure change if we wanted to expand the usage to other departments?

As your user numbers increase, the price per named user decreases depending on the new total. (Ex. Business named users: Breaks are 25-49, 50-99, etc.) (participant users: 200-499, 500-599, etc.) You may add users at any time with the pricing being coterminous with your existing subscription.

Pricing Structure

Annual Breakdown	Year 1	Year 2	Year3	Year 4+
Total Software	\$46,375.00			
Total Renewal		\$47,766.25	\$49,199.24	\$51,659.20**
Total Services	\$31,815.00			
Total	\$78,190.00			
** for budget purposes, renegotiated after 3 yrs				

Renewal Breakdown: yr 2/yr 3	Unit Cost	Quantity	Total Cost
Laserfiche Production Named Users	\$839.45/\$864.64	25	\$20,986.25/\$21,616.00
Laserfiche Production Participant Users	\$66.95/\$68.96	400	\$26,780.00/\$27,584.00
Laserfiche Test Named Users—if desired	\$839.45/\$864.64	5	\$4,197.25/\$4,323.20

Services Breakdown	Cost Per Hour	Total Hours	Total Cost
Implementation	\$205.00	104	\$21,320.00
Migration	\$205.00	8	\$1,640.00
Training	\$205.00	8	\$1,640.00
Project Management	\$195.00	37	\$7,215.00

Add-on fees **** Optional	Unit Cost	Quantity	Total Cost
Type of fee—Professional Services-BOT	\$205.00	20	\$4,100.00

**** Optional additional support for troubleshooting, training, migration assistance, etc. if requested. If desired, you can add more or fewer hours to a block of time, calculated annually.

5.5. REFERENCES

- Provide at least three (3) references from clients your firm has served, like the County in the past three (3) years, including one client that has newly engaged in the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of references. Please note the required three references may not be from County staff, but additional references may be supplied.

1. James Terrell—Engineer at Washington State Health Care Authority (HCA)

Currently Transitioning HCA from AX to Laserfiche Cloud. Former longtime 20-year Ricoh implementation engineer with extensive knowledge on both AX and Laserfiche.

james.terrell@hca.wa.gov

Phone: (360)-809-5201

2. Jeff Akin-- Interim Deputy Chief Operating Officer

Oregon Department of Human Services
1410 Tandem Ave Ste 100, Salem. OR 97301

Jeffery.T.Akin@odhsosha.oregon.gov

Mobile: (503) 569-3191

Longtime Laserfiche customer from 2019; Project included migration from old INFOEX system and integration with existing applications

3. Adrienne OConnor—Financial Operations Administrator; Joshua Villwock-Domain Administrator

Oregon Dept of Corrections—Financial Services/ accounting workflows within the last 36 months
3723 Fairview Industrial Dr. SE, Suite 200, Salem OR 97302

Adrianne.G.OCONNOR@doc.oregon.gov;

Phone: (503) 428-1989

Joshua.D.Villwock@doc.oregon.gov;

Phone: (503) 400-4866

4. Saad Hazim--Director of Information Technology

Barona Band of Mission Indians
1095 Barona Road, Lakeside, CA 92040

shazim@barona-nsn.gov

Phone: (619)-390-2196

Migrated/Converted both Kofax Capture and AX Images along with Metadata to Laserfiche Cloud environment.

5.6. COMPLETED PROPOSAL CERTIFICATION SEE APPENDIX C

IMPROVING THE WAY PEOPLE WORK

The success of our consultative approach is based on our commitment to match the most appropriate and cost-effective solution to your specific business needs. Case studies, surveys and videos demonstrating how Ricoh provides exceptional service to our clients can be found through this link

[Case Studies | Ricoh USA](#)

PROPOSAL TERM

As requested, Ricoh's proposed pricing is valid for 180 calendar days from the date of its submittal to CLACKAMAS COUNTY.

EXHIBIT 3

Feature	Functionality	Requirement Category	Justification	Satisfied (F - Fully Satisfied, P- Partially Satisfied, N - Not Satisfied)	Brief Description (Provide a brief description of how requirement is satisfied)
Document Storage	Storage space for housing documents	Regulatory (Minimum Requirement)	Federal and State laws require us to maintain several different types of files for each employee Personnel Ordinance 2.05.260 THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche SaaS Business Tier comes with 25 Named Full, plus the add-on of 400 Participant (Read Only) Users & 2.5 Terabytes of Storage. Additionally, the ability to support Advanced Audit Trail, Public Portal, Forms Portal, along with a DOD 5015.2 Records Management Module.
Meta Data Tag • Employee ID	Field capable of matching the Employee ID in PSHR Field Type = Text	Regulatory (Minimum Requirement)	THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche supports several types of fields for metadata, each designed to store specific kinds of information. Text: This is the most flexible field type, allowing any combination of characters. It's useful for storing names, descriptions, or any other text-based information.
Meta Data Tag • Effective Date	Field capable of storing the effective date of the document. Must be set at Document level Field Type = Date	Regulatory (Minimum Requirement)	Annual audits require us to provide documentation supporting certain transactions in PSHR, and Effective Date is required to be able to tie the documentation to the transaction THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Date: This field type is specifically for date values, formatted according to your system's date settings. It's perfect for storing dates like creation or modification dates which can be made a required field.
Meta Data Tag • Claim Number	Field capable of storing the Worker's Compensation Claim Number provided by the State. Must be set at Document level Field Type = Text	Regulatory (Minimum Requirement)	Historical Use: Employees tasked with managing Worker's Comp Claims required a way to efficiently access all documents related to a claim, to ensure the best management of our claims as possible and reduce the amount of expense in this category. Additionally, ADA Files are historically notated using this field While this meta data tag isn't currently used in business processes, it does house historic meta data tags that we need to maintain visibility to THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche utilizes a multi-level security model that provides the ability to set global 'feature rights' that can be fine-tuned throughout the repository through the application of 'access rights'. Further restrictions can be defined through the setting of 'object rights' at the document type or index value level for users and groups.

Meta Data Tag <ul style="list-style-type: none"> Grievance ID 	Field capable of storing the Grievance ID in PSHR. Must be set at Document level Field Type = Text	Regulatory (Minimum Requirement)	Employees tasked with managing Grievances require a way to efficiently access all documents related to a grievance, to ensure the be management of the grievance and reduce potential financial impacts resulting from grievances THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche Cloud's security controls allow document access to be granted/denied based on user or group authorization at the document level.
Meta Data Tag <ul style="list-style-type: none"> Sealed 	Field capable of flagging a document as sealed	Regulatory (Minimum Requirement)	The Courts makes requirements of the County to seal documents related to certain cases, and restrict access regardless of what type of Document Type it falls under THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche Document Access Control – Controls access rights to user folders and departments which can be configured to limit access to information. Security tags and redaction tools can be applied to protect information within the repository regardless of the Document Type.
Meta Data Tag <ul style="list-style-type: none"> File Type Document Type 	Multi-level categorization to break down documents into the following category levels: <ul style="list-style-type: none"> Document Type (i.e., Personnel File, Benefits File, etc...) Form Type (i.e., Personnel Action Form, Benefits Enrollment Form, etc...) 	Regulatory (Minimum Requirement)	Federal and State laws require us to restrict access to our files to only those that have a business requirement for access. Personnel Ordinance 2.05.260 File Type allows us the ability to restrict access to only certain file types for employees (i.e., PA Processors may require access to the Personnel Files to complete their administrative tasks, but should not be granted access to the Worker's Comp Files) Document Type allows us the ability to restrict access to only certain document types within a file for employees (i.e., PA Processors may require access to the PA Forms within the Personnel File, but should not be granted access to the Disciplinary Forms within the same Personnel File) THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche's multi-level categorization allows you to organize documents into hierarchical categories, making it easier to manage and retrieve information. Here's how you can break down documents into different category levels: 1. Top-Level Categories: These are the broadest categories and serve as the primary divisions for your documents. Examples might include "Finance," "Human Resources," or "Operations." 2. Sub-Categories: Within each top-level category, you can create more specific sub-categories. 3. Sub-Sub-Categories: You can further refine your organization by adding another layer of sub-categories. 4. Document Types: At this level, you categorize documents based on their specific type or format. 5. Metadata Fields: Finally, within each document type, you can use metadata fields to capture detailed information about each document, such as file type, document type, and form type.
Meta Data Tag	Updateable at the Employee level and	Regulatory	Federal and State laws require us	F - Fully Satisfied	Document level security is available through the

<ul style="list-style-type: none"> Department ID 	not the Document level	(Minimum Requirement)	to restrict access to our files in various ways. Department ID allows us the ability to ensure that system users are only able to view employees within their scope of responsibility		application of security tags. A user's access to a document is determined by the tags they have been granted access to. Security tags supersede access rights so users may not be able to see documents that have been filed in folders they have access to.
	Mass updateable at the HR Admin level to quickly process regular reorg activity	Nice to Have	THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	The Laserfiche Workflow Module contains a Task (Assign Rights) activity which allows you to manage access rights for documents and folders within your repository. Specify the access rights you want to assign or remove. You can set permissions such as read, write, delete, and more based on conditions and filters to define which documents or folders the rights should be applied to. This can be based on metadata, location, or other criteria. This activity is particularly useful for automating the management of access rights, ensuring consistency and saving time.
	Updates automatically via a feed from PSHR based on Employee ID	Best Practice (Wish List)		F - Fully Satisfied	Laserfiche Connector facilitates integration with PSHR utilizing image enablement technology. Additionally, Laserfiche fully supports API Integration into 3rd Party software applications. Ricoh will require validation to determine the desired functionality and the level of integration complexity.
Meta Data Tag <ul style="list-style-type: none"> Supervisor ID or Position Number 	Updateable at the Employee level and not the Document level	Regulatory (Minimum Requirement)	Federal and State laws require us to restrict access to our files in various ways.	F - Fully Satisfied	User security can be modified through the Laserfiche Administrator Module, assigning them to a new Group or individual Employee level access rights. Laserfiche allows you to build custom integrations with Laserfiche Cloud With robust resources and how-to guides, the Laserfiche Developer Center provides everything you need to know about the Laserfiche API and how to use our set of RESTful web APIs to extend the Laserfiche Cloud platform into your tech stack.
	Updates automatically via a feed from PSHR based on Employee ID	Best Practice (Wish List)	Supervisor ID allows us the ability to ensure that supervisors are only able to view their direct reports' files.		
Form Fillable Templates	Configurable form templates that can be created and maintained at the functional level by WDM staff	Best Practice (Wish List)	Fillable templates give the County a depository to house all current forms in and potentially gives the functionality to tie in meta data tags directly into the form rather than having to manually code each one individually Example: PA Forms, Performance Reviews, etc...	F - Fully Satisfied	Laserfiche Forms - provides the capabilities to create electronic forms and automate of their underlying business processes. A form can be published to a Web page and accessible to users within Laserfiche, an external application, an intranet, or exposed to external users through a portal.

Intake Form Submission	Ability to submit a completed form for processing directly in the document management system	Best Practice (Wish List)	Removing the need to have forms downloaded from the intranet, submitted via email, and then uploaded into the DMS eliminates several steps in our current business process, saves time, and potentially gives us better tracking capabilities of incoming work	F - Fully Satisfied	Laserfiche Forms allows users to submit completed forms for processing directly within the document management system through its Forms and Workflow capabilities. This form can be designed to capture all necessary information and can include various fields, attachments, and other data. Once the form is submitted, it triggers a business process in Laserfiche. This process can include multiple steps such as approvals, reviews, and notifications. The form data is automatically routed to the appropriate users or departments based on predefined rules and conditions along with the pertinent metadata information.
Intake Records Request	Ability to have records requests by various internal and external parties submitted via DMS. Should be able to track the requesting party data, dates of receipt, status of request, date of response, and documents included in response	Best Practice (Wish List)	HR gets various records requests from internal and external customers via email. Converting this to a system-based request gives better tracking capabilities and visibility at the system level of what was provided in response to the request	F - Fully Satisfied	Laserfiche Form Portal – Allows both internal and external users to submit their public records requests through a Laserfiche Forms Portal. This portal allows external users to fill out and submit request forms online. The submission can be sent into a Business Process that will track the request at a system level. Additionally, Native to Laserfiche you can send a secure link utilizing Direct Share feature and password protect access to the document. Direct Share can track the status of the response that was requested.
Security Matrix Capable	Configurable security with the capability to cross-reference the following meta data tags to determine access for a user: <ul style="list-style-type: none"> Document Type Form Type Department ID Sealed 	Best Practice (Minimum Requirement)	THIS MAINTAINS CURRENT FUNCTIONALITY Form Type would be an addition to our current security configuration	F - Fully Satisfied	Cross-Referencing Metadata: Laserfiche allows you to cross-reference metadata tags to determine user access. By combining security tags with metadata, you can create complex security rules.
Security Security Roles	Configurable security roles that can accommodate users needing access, while maintaining proper security constraints to restrict access to documents not necessary for an employee to complete their job duties. Various roles will include, but are not limited to: <ul style="list-style-type: none"> HR Administrator HR Super Users HR Users Supervisor/Manager PA Processor Others as Needed 	Regulatory (Minimum Requirement)	Federal and State laws require us to restrict access to our files in various ways. Configurable security roles allow the County to apply Principle of Least Privilege approach and restrict access to documents and people to only those needed to complete an employee's job duties THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche handles security roles through a structured approach utilizing the following methodologies. Inheritance from Groups: Users can inherit security settings from the groups they belong to. This simplifies management and ensures consistent application of security policies. Assigning Roles: Roles can be assigned explicitly to users or groups, or users can inherit roles based on their group memberships. This flexibility allows for detailed control over user permissions.

Security Dynamic Role Assignment	Configurable dynamic role security assignment that can be applied based on integrated data from PSHR: <ul style="list-style-type: none"> Supervisors/ Managers PA Processors 	Best Practice (Wish List)	The auto assignment of roles to Supervisors/Managers and PA Processors based on PSHR data removes the need to have a third party manage security for this group.	F - Fully Satisfied	Laserfiche offers granular security access controls that can be applied to individual users and as group roles. Supervisors and managers can be configured into separate group roles and have a certain level of feature rights and specific scoping that can be automatically applied to users within the group. Automated workflows can be configured to create, edit, and delete users and groups.
Security Access	Grant visibility to Performance Review and other document types (i.e., Disciplinary, salary increases/deferrals/denials, and other documents) to Supervisors/Manager s for staff that report into them in the org structure	Best Practice (Wish List)	Currently most of our Supervisors/Managers don't have AXHR access. When surveyed, almost 45% of non-HR AXHR users reported that they were pulling documents for Employees or Supervisors that didn't have access to AXHR themselves. Additionally, 42% of HR AXHR users reported that they were pulling documents for Employees or Supervisors that didn't have access to AXHR themselves. In both instances, when asked to provide more details about the types of requests that they are pulling documents for, Performance Evaluations was a recurring theme.	F - Fully Satisfied	In Laserfiche, you can assign document access rights based on metadata fields or roles by configuring security settings for those fields or templates, then using those settings to control access to documents. Laserfiche can have automatic workflows configured to set entry access rights to allow or restrict access to employee specific documents. Automated workflows can be configured to give specified users or groups access to their documents as necessary. For a quick example: You could have a metadata field for manager/supervisor for employee files. Then the managers/supervisors could be restricted to only seeing documentation for employees that have the manger/supervisors name in that field
Security Action Restrictions	Permissions including: <ul style="list-style-type: none"> Add Edit View Delete 	Best Practice (Minimum Requirement)	THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	The security structure can be configured to allow users the ability to add, edit, view and delete documents. Yet, restricts users from changing the folder/sub-folder structures. The security utilizes inheritant rights on a folder by folder.
Security User Access Audit	Functional admin ability to review audit trails for specific users and documents to review who has accessed individual documents. Example audits that we would like: <ul style="list-style-type: none"> User Access Roles: What roles are users currently assigned to Role Access Configuration <ul style="list-style-type: none"> : What permissions and security matrix configuration s does a role grant Document Access Log: What 	Best Practice (Wish List)	Access to personnel files is granted to allow employees security to complete their job tasks. The ability to audit and review access use to ensure compliance allows the County to continuously monitor changing access needs that aren't communicated to WDM	F - Fully Satisfied	Laserfiche Audit Trail allows administrators to check any interaction taken in Laserfiche, including viewing documents, making changes, successful and unsuccessful log-in attempts, etc. Laserfiche Advanced Audit Trail edition includes all the features of the Standard edition and also allows you to log security changes and the searches that are performed on a repository. An additional advantage of the Advanced edition is that it allows the tracking of why users performed certain actions.

	<p>users have accessed a document, what date/time, and was any action taken</p> <ul style="list-style-type: none"> • User Access Log: What documents has a user accessed, what date/time, and what action have they taken 				
Workflow Automated Workflow	<p>Configurable workflow engine that allows functional admin (HR Admin) to predefine or edit multiple workflow processes with steps including:</p> <ul style="list-style-type: none"> • Submission • Task • Approval (need to have the ability to have more than one "HR Manager" assigned within the system for coverage) • Notification 	Best Practice (Minimum Requirement)	<p>Workflow is utilized extensively in our current processes due to the cross department collaborative nature of the work in WDM. Various business partners in the line of business, Payroll, and other HR divisions require touch points or notifications as documents are being processed</p> <p>THIS MAINTAINS CURRENT FUNCTIONALITY</p>	F - Fully Satisfied	<p>Laserfiche Workflow - provides a robust integration platform and an extensive set of tools to automate processes. Automation can be applied to nearly any action that is performed in the repository including: routing of documents through a process flow, assigning for metadata and field values, sending notifications and assigning of user rights.</p> <p>Workflow Tasks tab on the Laserfiche home screen helps you easily view and manage all the tasks you have rights to see. Navigate between your tasks and team tasks, and assign, release, or change properties like due dates and priorities.</p>
Workflow Functional Admin View	Functional admin view that allows monitoring of potential workflow issues by WDM	Best Practice (Wish List)	<p>Lack of visibility to documents that are actively in workflow creates the potential for transactions to be submitted and never completed. During our requirements gathering project, we uncovered 32 documents that had been stuck in workflow dating back to 2018</p>	F - Fully Satisfied	<p>Laserfiche provides a comprehensive Workflow Administration Console that allows administrators to monitor and manage workflows effectively. Here are some key features of this functional admin view:</p> <p>Workflows Node: Starting Rules: Monitoring Node: External Objects: Security: Advanced Diagnostics: Workflow Monitor Page:</p>
Workflow Rerouting	Functional admin ability to reroute workflow transactions to alternate approval/processor assignments as necessary	Best Practice (Wish List)	<p>Lack of ability to reroute documents that are actively in workflow creates a bottleneck in transaction processing.</p> <p>Supervisor changes, leaves of absence, and other factors can significantly delay or halt a transaction from moving forward. During the requirements gathering project, we uncovered 32 documents that had been stuck in workflow dating back to 2018. Without rerouting functionality, we were forced to cancel all the transactions and start them over, instead of just reassigning to another appropriate resource</p>	F - Fully Satisfied	<p>Laserfiche can reroute tasks within a workflow. This capability is essential for ensuring that tasks are completed by the appropriate personnel and within the desired timeframe. Here are some ways Laserfiche handles task rerouting:</p> <p>Deadline and Escalation Activities Conditional Routing Manual Reassignment Repeat Routing</p>

Tools Approval Signatures	Tool support for digital signature approvals	Regulatory (Minimum Requirement)	Annual audits require us to provide documentation supporting certain transactions in PSHR. For many transactions (related to pay changes, status changes, etc...) approval and authorization tracking is required to maintain compliance THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche supports different types of digital signatures to ensure document authenticity and integrity. Here are the main types: Digital Signatures: These are secure signatures that include a certificate of authority, such as a Windows certificate. They ensure the validity of the signature's author and confirm that the document has not been modified since the signature was applied. Electronic Signatures: These are less secure than digital signatures and can include a typed name at the end of an email or a handwritten signature captured digitally on a touch device. Countersignatures: Another user can add their own certificate information to an existing digital signature, creating a countersignature. This adds an additional layer of validation and approval. Signature Validation: Laserfiche allows for the validation of digital signatures to ensure that the document has not been completed via an External Source (DocuSign).
Tools Annotations	Tool support for annotation functionality	Best Practice (Minimum Requirement)	Annotations are frequently used to make minor corrections to a form or document when information has changed between the time of creation and processing. Additionally, annotations allow HR users to leave notes on a form or document that get passed through the workflow and will reflect messages to PA Processors (i.e., if a new hires home address is different in the system than on a Hire PA, a note is added to the PA at processing instructing the PA Processor to have the new employee verify their address through ESS on the first day) This functionality could be replaced with a more robust note feature, provided that those notes can be carried through and viewable by non-HR users, as well as printed to the document if a file needs to be pulled	F - Fully Satisfied	Documents can be annotated or stamped using built in Laserfiche tools. Annotations can include highlights, redactions, stamps, sticky notes, callout text, and more. These annotations can be protected, so they're only modifiable by administrators, and security settings allow administrators to determine what annotations can be seen by whom.
Tools Redactions	Tool support for redaction functionality	Regulatory (Minimum Requirement)	Federal and State regulations restrict certain pieces of information that are allowed in some file types. Often transactions will have supporting	F - Fully Satisfied	Laserfiche's true redaction feature allows you to securely hide sensitive information within documents. Here are the key aspects: Redaction Tool: You can use the redaction tool to cover text or images in a document. This ensures that


			<p>documentation that refers to other employees due to the nature of how approvals occur via email for many transactions.</p> <p>Often transactions are approved via email in groups (i.e., five employees on the same team may all be getting reclassified at the same time, and the approval email may have a reference to all five employees). Most HR files cannot have references to other employees within them, and so these references must be redacted before a document is filed</p> <p>THIS MAINTAINS CURRENT FUNCTIONALITY</p>		unauthorized users cannot view the redacted content.
Integrations Hyperlinks	System support of hyperlinks with pass through variables to access employee file	Nice to Have (Wish List)	Pass through variable capable links gives the County the ability to build hyperlinks in PSHR to open employee files directly through a hyperlink and save time in logging between different systems	F - Fully Satisfied	Laserfiche supports integrated hyperlinks to enhance document management and accessibility. Document Links: You can create hyperlinks between related documents or folders. This helps in categorizing and keeping track of related documents, such as linking an email to its corresponding document.
Document Retention Automated Destruction Schedule	Configurable policies that allow automation of the destruction eligible documents and that cross-reference the following meta data tags to determine destruction schedules: <ul style="list-style-type: none"> • File Type • Document Type • Effective Date • Termination Date • Employment Status 	Best Practice (Wish List)		F - Fully Satisfied	Records management in Laserfiche allows you to process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition. The life-cycle timeline displays the record's history and disposition eligibility, and eligible actions such as cutoff, transfer, accession, and destruction can be performed directly on the timeline.
Notifications Transaction Complete	Configurable notifications that allow submitters visibility to when a transaction has been completed (Bonus if we can add a notified party ad hoc at the point of submission)	Nice to Have (Minimum Requirement)	THIS MAINTAINS CURRENT FUNCTIONALITY	F - Fully Satisfied	Laserfiche can be configured to send notifications about workflow design changes, workflow instances (start, completion, termination), and Forms tasks assigned to you. With the use of metadata fields an ad-hoc party, email address would be needed, could be notified at the point of submission using workflow.
Tools Document Content Keyword Search	Search functionality based on keywords that can return search results found within individual documents, and not just those tied to assigned meta-data (OCR style search functionality)	Best Practice (Wish List)	HR users reported during a listening session on 9/25/2023 that certain functions that center around history research of personnel records takes an excessive amount of time due to the lack of keyword search	F - Fully Satisfied	Laserfiche offers full-text search capabilities, allowing users to search for words or phrases within the text of documents.

			functionality. Users are having to manually scan through hundreds of pages of documents related to an individual employee to find what they are looking for in order to complete their job duties		
Identity Management	SAML 2.0 Single Sign- On with Azure AD integration	Minimum Requirement		F - Fully Satisfied	Laserfiche supports SAML 2.0 Single Sign-On (SSO) with Azure AD integration, allowing users to authenticate to Laserfiche applications using their Azure AD credentials.
Security, compliance, and privacy	<ul style="list-style-type: none"> • Encryption in transit and at rest • SOC 2 Type 2 • ISO/IEC 27001:2022 • HIPPA • DoD 5015.2 	Minimum Requirement		F - Fully Satisfied	Laserfiche Cloud is built on Amazon Web Services with security controls that encrypt data in transit and at rest. Additionally, aligned with ISO 27001, HIPAA and DoD 5015.2 compliancy. Laserfiche Cloud SOC 2 Type 2 Report available upon request. https://www.laserfiche.com/products/cloud-security-checklist/#Controls-and-Reliability
Dashboard of actionable workflow		Minimum Requirement		F - Fully Satisfied	Laserfiche dashboards serve as a central hub for users to access and monitor key information within the Laserfiche platform, including business processes, forms, documents, and other relevant data. It provides a centralized view of key metrics, reports, and forms, allowing users to quickly access and monitor important information and streamline daily operations.
Ability to bulk update meta data associated with document		Minimum Requirement		F - Fully Satisfied	In Laserfiche, with the appropriate assigned permissions, a user can update the metadata associated with a document or multiple documents. Modifying Fields and Templates: Fields Tab: The Fields tab within the Metadata dialog box or Metadata Pane allows you to view and modify the field and template information applied to the selected entries. Field Modification: You can modify the values of the fields within the assigned template or add/remove fields as needed.
Share Documents	Ability to share documents via email.	Nice to Have		F - Fully Satisfied	You can send one or more entries, or pages from documents, from your Laserfiche repository in an email message. Laserfiche allows you to customize the way these entries are sent, including options to send either the document itself, a link to the document, or the folder path, with the ability to specify page ranges and choose between email attachments or direct share options.
Learning Management System or an on-demand learning resource platform for the proposed solution	Allows users to self- train.	Minimum Requirement		F - Fully Satisfied	Laserfiche offers self-training resources through its Aspire Learning Platform, including free tutorial videos, eLearning courses, and guides.

APPENDIX A - LASERFICHE RECORDS MANAGEMENT PRELIMINARY DESIGN

OAR	Record Category	Record Type	State Regulated Retention Period*	Recommended Retention Period (if different from State)	CutOff	Retention Schedule	Final Disposition Action
166-150-0160.2	Benefits Continuation Records (COBRA Notice)	All	3 years after employee separation or eligibility expired	Will define by 7/1/2024	Employee Separation/ Eligibility Expired	3 years then Destroy	Destroy
166-150-0160.5	Criminal Background Check Records	Background check log	Until superseded or obsolete	Will define by 7/1/2024	Until superseded or obsolete	N/A	Destroy
		All other records	90 days	Will define by 7/1/2024	N/A	90 days then Destroy	Destroy
166-150-0160.6	Disciplinary Action Records	Investigations resulting in termination	10 years after employee separation	Will define by 7/1/2024	After Employee Separation	10 years then Destroy	Destroy
		Investigation resulting in disciplinary action or exoneration	3 years after resolution	Will define by 7/1/2024	After Resolution	3 years then Destroy	Destroy
		Unfounded investigations	3 years	Will define by 7/1/2024	N/A	3 years then Destroy	Destroy
166-150-0160.7	Drug Testing Records	Positive test results	5 years	Will define by 7/1/2024	N/A	5 years then Destroy	Destroy
		Negative test results	1 year	Will define by 7/1/2024	N/A	1 year then Destroy	Destroy
166-150-0160.8	Employee Benefits Records	Year-end leave balance reports and official copies of retirement enrollment records	75 years	Will define by 7/1/2024	N/A	75 years then Destroy	Destroy
		All other records	3 years after employee separation OR eligibility expired	Will define by 7/1/2024	Employee Separation/ Eligibility Expired	3 years then Destroy	Destroy
166-150-0160.9	Employee Medical Records	Hazard exposure records	30 years after separation	Will define by 7/1/2024	After Employee Separation	30 years then Destroy	Destroy
		All other records	6 years after employee separation	Will define by 7/1/2024	After Employee Separation	6 years then Destroy	Destroy
166-150-0160.10	Employee Personnel Records	Letters of reprimand and notices of disciplinary action	3 years	Will define by 7/1/2024	N/A	3 years then Destroy	Destroy
		All other records	6 years after employee separation	Will define by 7/1/2024	After Employee Separation	6 years then Destroy	Destroy
166-150-0160.11	Employee Recognition Records	All	6 years	Will define by 7/1/2024	N/A	6 years then Destroy	Destroy
166-150-0160.12	Employee Suggestion Award Records	Suggestions adopted	2 years	Will define by 7/1/2024	N/A	2 years then Destroy	Destroy
		Suggestions NOT adopted	1 year	Will define by 7/1/2024	N/A	1 year then Destroy	Destroy
166-150-0160.13	Employment Eligibility Verification Forms (Form I-9)	All	3 years after hire date	Will define by 7/1/2024	After Hire Date	3 years then Destroy	Destroy
166-150-0160.17	Grievance and Complaint Records	All	3 years	Will define by 7/1/2024	N/A	3 years then Destroy	Destroy
166-150-0160.19	Hearing Test Records	All	Until employee separation	Will define by 7/1/2024	Until Employee Separation		Destroy
166-150-0155.7	Leave Applications	All	3 years	Will define by 7/1/2024	N/A	3 years then Destroy	Destroy
166-150-0200.21	Workers' Compensation Claim Records	Records describing injuries and illnesses due to hazard exposure	30 years after employee separation	Will define by 7/1/2024	After Employee Separation	30 years then Destroy	Destroy
		Records describing injuries and illnesses due to other reasons	6 years after employee separation	Will define by 7/1/2024	After Employee Separation	6 years then Destroy	Destroy
		All other records	6 years after claim closed or final action	Will define by 7/1/2024	After Claim Closed/Final Action	6 years then Destroy	Destroy

APPENDIX B—SAMPLE PROJECT PLAN

<div>  Sample Laserfiche Project Plan Sample Plan for Illustration Purposes only. A complete plan will be developed during the Planning Phase </div>				
ID	Task Name	Duration	Predecessors	Resource Names
0	Sample Laserfiche Project Plan	71 days		
1	1 RFP Award	0 days		
2	2 Initiation Stage	13 days		
3	2.1 Clackamas County Contract Negotiation	6 days		
4	2.1.1 Statement of Work (SOW), Contracts, Master Services Agreement (MSA) development	5 days	1	Ricoh Account Manager
5	2.1.2 Develop Hardware/Software Recommendation	5 days	1	Ricoh Account Manager
6	2.1.3 Finalize Pricing Schedule	5 days	5SS	Ricoh Account Manager
7	2.1.4 Signed Agreement(s) and Statements of Work	1 day	6,4,5	Ricoh Account Manager
8	2.2 Assemble Combined Project Team	6 days		
9	2.2.1 Identify Ricoh and Clackamas County resources (begin Resource Allocation)	3 days	7	Ricoh Project Manager (PM)
10	2.2.2 Review Conceptual Strategy w/Ricoh Team (internal kickoff)	1 day	9	Ricoh Project Manager (PM)
11	2.2.3 Create Project Kickoff Documents and schedule client kickoff	2 days	10SS	Ricoh Project Manager (PM)
12	2.3 Project Kickoff Meeting	2 days		
13	2.3.1 Introduce Ricoh & Clackamas County Teams	2 days	11	Ricoh Project Manager (PM)
14	2.3.2 Develop Risk Management Plan Process	1 day	13SS	Ricoh Project Manager (PM)
15	2.4 Approve Initiation Stage Gate	0 days	13	Ricoh Project Manager (PM), Clackamas County Project Lead
16	3 Planning	4 days		
17	3.1 Develop Draft Project Schedule	1 day	15	Ricoh Project Manager (PM)
18	3.2 Develop Communication Plan	1 day		
19	3.2.1 Report template and team meeting cadence	1 day	14	Ricoh Project Manager (PM)
20	3.2.2 Communication Matrix	1 day	19SS	Ricoh Project Manager (PM)
21	3.3 Conduct Risk Assessment and develop Risk Plan	2 days	19	Ricoh Project Manager (PM), Clackamas County Project Lead
22	3.4 Review & Update Project Plan w/Clackamas County	1 day	21	Ricoh Project Manager (PM), Clackamas County Project Lead
23	3.5 Project Plan/ Milestone Checklist Approval	0 days	22	Ricoh Project Manager (PM)
24	4 Due Diligence Stage	6 days		
25	4.1 Gather/validate business requirements: requirement's workshop	3 days	18	Ricoh Implementer
26	4.2 Gather and document Clackamas County policies: change control procedures, Threat Management, Server Hardening, etc.	2 days	25SS	Ricoh Implementer, Ricoh Project Manager (PM)
27	4.3 Submit required access	2 days	25SS	Ricoh Implementer
28	4.4 Gather and review Clackamas County sample documents from existing AX system	1.5 days	25SS	Ricoh Implementer, Clackamas County IT
29	4.5 Conduct security assessments	3 days	25SS	Clackamas County IT, Ricoh Implementer
30	4.6 Environment Validation	1 day		
31	4.6.1 Server(s) Requirements	1 day	25	Clackamas County IT, Ricoh Implementer
32	4.6.2 Identify Key Operators and admins	1 day	31SS	Clackamas County IT, Ricoh Implementer
33	4.6.3 Validate Software Orders/licenses meet project's needs	1 day	31SS	Ricoh Implementer
34	4.7 Update Project Plan with details learned in Due Diligence Phase	1 day	33	Ricoh Project Manager (PM)
35	4.8 Approve Detailed Project Plan	1 day	34	Clackamas County Project Lead
36	4.9 Approve Due Diligence Stage Gate	0 days	35	Clackamas County Project Lead, Ricoh Project Manager (PM)
37	5 Design Stage	16 days		
38	5.1 Solution Design Document	15 days		
39	5.1.1 Develop Solution Design Document	5 days	36	Ricoh Implementer
40	5.1.2 Review Solution Design Document w/Team	5 days	39	Clackamas County IT, Ricoh Project Manager (PM), Ricoh Implementer
41	5.1.3 Create Test Plan and acceptance criteria	5 days	40	Ricoh Implementer, Clackamas County Project Lead
42	5.1.4 Create Training Plan	5 days	40SS	Ricoh Implementer, Clackamas County Project Lead
43	5.1.5 Approve Solution Design and Test/Training Plans	0 days	42	Clackamas County Project Manager
44	5.2 Update Project Plan (if needed)	1 day	43	Ricoh Project Manager (PM)
45	5.3 Approve Design Stage Gate	0 days	44	Clackamas County Project Lead, Ricoh Project Manager (PM)
46	6 Build and Test Stage	27 days		
47	6.1 Infrastructure Setup	5 days		
48	6.1.1 Provision and Activate Laserfiche Cloud Environment	4 days	45	Ricoh Implementer/Engineer
49	6.1.2 Install import agent on customer server	1 day	48	Ricoh Implementer/Engineer
50	6.1.3 Install LF Scan client	1 day	48	Ricoh Implementer/Engineer
51	6.1.4 Setup System and Application Monitoring	1 day	48	Ricoh Implementer/Engineer
52	6.1.5 Milestone: Infrastructure Set Up - Sign Off	0 days	51	Clackamas County PM
53	6.2 Identify Solution Test Team & location	1 day	44	Clackamas County Project Manager
54	6.3 Implementation	16 days		
55	6.3.1 Create SAML Connection	2 days	53	Ricoh Implementer/Engineer
56	6.3.2 Create security access controls/ users, groups, roles	1 day	58,55	
57	6.3.3 Create Laserfiche Repository to support Records mgmt	1 day	55	Ricoh Implementer
58	6.3.4 Define records management retention	1 day	57	
59	6.3.5 Create Template	1 day	56,58	Ricoh Implementer
60	6.3.6 Create Index Fields for Template	1 day	57	Ricoh Implementer
61	6.3.7 Create Predefined Saved Searches	3 days		
62	6.3.7.1 Document Retrieval	1 day	60	Ricoh Implementer
63	6.3.7.2 Document Query	1 day	62	Ricoh Implementer
64	6.3.7.3 Document Storage	1 day	63	Ricoh Implementer
65	6.3.8 Create Laserfiche Workflow(s)	3 days		Ricoh Solution Implementer
66	6.3.8.1 Create Workflow to Migrate Records into the system repository	1 day	64	Ricoh Implementer

Page 1

Created By: Ricoh US PMO

RICOH <small>imagine. change.</small>				
Sample Laserfiche Project Plan Sample Plan for Illustration Purposes only: A complete plan will be developed during the Planning Phase				
ID	Task Name	Duration	Predecessors	Resource Names
67	6.3.6.2 Validate secure ingestion of documents from Server	1 day	66	Ricoh Implementer
68	6.3.6.3 Create HR Workflow approval processes	1 day	67	
69	6.3.9 Reports	5 days	66	Ricoh Solution Implementer
70	6.3.9.1 Create Reports for the retention schedule	4 days	68	Ricoh Solution Implementer
71	6.3.9.2 MILESTONE: Application Configuration- Sign Off	1 day	70	Clackamas County PM
72	6.4 Testing by Ricoh	2 days		
73	6.4.1 Create Testing Document that contains the following	2 days		
74	6.4.1.1 Requirement ID	1 day	71	Ricoh Implementer, Clackamas County PM
75	6.4.1.2 Requirement Name	1 day	71	Ricoh Implementer, Clackamas County PM
76	6.4.1.3 Test Case Number	1 day	71	Ricoh Implementer, Clackamas County PM
77	6.4.1.4 Test Steps	1 day	71	Ricoh Implementer, Clackamas County PM
78	6.4.1.5 Expected Behavior	1 day	71	Ricoh Implementer, Clackamas County PM
79	6.4.1.6 Testing Status	1 day	71	Ricoh Implementer, Clackamas County PM
80	6.4.1.7 Actual Results	1 day	71	Ricoh Implementer, Clackamas County PM
81	6.4.1.8 Count of Failures	1 day	71	Ricoh Implementer, Clackamas County PM
82	6.4.1.9 MILESTONE: Testing Documentation- Sign Off	1 day	81	Clackamas County PM
83	6.5 Training	7 days		
84	6.5.1 Provide Import Agent User Guide that contains the follow	1 day		Ricoh Solution Engineer
85	6.5.1.1 Quick Reference Guide for user Interface	1 day	82	Ricoh Implementer
86	6.5.1.2 Standard Operating Procedure for System Use	1 day	85SS	Ricoh Implementer
87	6.5.1.3 Troubleshooting Recommendations for common issues	1 day	85SS	Ricoh Implementer
88	6.5.2 Provide Import Agent Training Session	1 day	87	Ricoh Implementer
89	6.5.3 MILESTONE: Import Agent Training- Sign Off	1 day	88	Ricoh Implementer
90	6.5.4 Admin and End User Training	3 days		Ricoh Solution Engineer
91	6.5.4.1 Provide Technical Design Document that contains system configuration	1 day	89	Ricoh Implementer
92	6.5.4.2 Provide Admin and end User Training sessions	3 days	89	Ricoh Implementer
93	6.5.5 MILESTONE: Admin Training- Sign Off	1 day	92	Ricoh Implementer
94	6.6 Clackamas County UAT (User Acceptance Testing)	8 days		
95	6.6.1 Clackamas County to test all functionality for up to 7 days	3 days	92	Clackamas County User
96	6.6.2 Clackamas County to track all issues and report to Ricoh	3 days	95	Clackamas County User
97	6.6.3 Ricoh to fix open issues as they are reported	2 days	96	Clackamas County User
98	6.6.4 Ricoh to provide an updated version of the Technical Design Document at the completion of ERMS Testing	1 day	96	Clackamas County User
99	6.6.5 MILESTONE: UAT Support- Sign Off	1 day	96	Clackamas County PM
100	6.7 Implementation Checklist	2 days		
101	6.7.1 Distribute Implementation Checklist	1 day	99	Ricoh Project Manager (PM)
102	6.7.2 Clackamas County Implementation Checklist Complete	1 day	101	Clackamas County Project Manager
103	6.8 Approve Build and Test Stage Gate	0 days	102	Clackamas County Project Lead, Ricoh Project Manager (PT)
104	7 Deploy Stage	9 days		
105	7.1 Production Rollout	9 days		
106	7.1.1 Load software on end user workstations (LF Plug-in)	2 days	103	Ricoh Configuration Center Team
107	7.1.2 Additional End User Training	5 days	106	Ricoh Training Team
108	7.1.3 Handover to steady state resources	2 days	107	Ricoh Project Manager (PM)
109	7.2 Installation Complete - Approve Deploy Stage Gate	0 days	108	Clackamas County Project Lead, Ricoh Project Manager (PT)
110	8 Handover Stage	5 days		
111	8.1 Review project performance against Project Plan	3 days	109	Ricoh Project Manager (PM)
112	8.2 Prepare Project Closure report	1 day	111	Ricoh Project Manager (PM), Clackamas County Project Lead
113	8.3 Conduct project handover meeting (may be combined with Closure Meeting) including Lessons Learned	1 day	112	Ricoh Project Manager (PM), Clackamas County Project Lead
114	8.4 Closure Complete: Handover Stage Gate Approval	0 days	113	Ricoh Project Manager (PM)

APPENDIX C —PROPOSAL CERTIFICATION

PROPOSAL CERTIFICATION **RFP #2025-12**

Submitted by: Ricoh USA, Inc—Delaware

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.


SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Grant Lawson

Date: 3/17/2025

Signature: 

Title: Region Vice President

Email: grant.lawson@ricoh-usa.com

Telephone: 503-726-6915

Oregon Business Registry Number: 2102696-92

OR CCB # (if applicable): _____

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____



SERVICE LEVEL AGREEMENT

Your use of the Laserfiche Cloud is subject to and governed by the Cloud Subscription Agreement available [here](#) (the “Agreement”) and the following Service Level Agreement (“SLA”). This SLA forms a binding agreement between Laserfiche and Subscriber.

1. LASERFICHE CLOUD SERVICE COMMITMENT

During the Service Period of the Agreement, Laserfiche will use commercially reasonable efforts based on industry standards, to make Laserfiche Cloud available subject to the limitations set forth in this SLA. Excluding periods of unavailability described in Section 6(C) below, Laserfiche guarantees that the Laserfiche Cloud will be available 99.9% of the time each calendar month (“Uptime Commitment”). Laserfiche measures Uptime by tracking the availability of certain Laserfiche Cloud systems components. Subscriber may view the status of these components at any time by visiting status.laserfiche.com. “Uptime” means the availability of the Laserfiche Cloud functionality measured over a calendar month notwithstanding the limitations listed in Section 6(A) and 6(B), but excluding periods of unavailability described in Section 6(C), of this SLA.

2. REMEDIES FOR CLOUD SERVICE FAILURE

If Laserfiche Cloud does not achieve the Uptime Commitment described in paragraph 1 (“Failure”), Subscriber may be eligible for a Service Credit. A “Service Credit” is a credit equivalent to the percent of a Subscriber’s corresponding monthly Subscription Fees (1/12th of a Subscriber’s annual Subscription Fee) for Laserfiche Cloud correlating to Uptime percentage in the following chart:

<u>Uptime Percentage</u>	<u>Service Credit Percentage</u>
Less than 99.9% but more than or equal to 99.5%	10%
Less than 99.5% but more than or equal to 99.0%	20%
Less than 99.0%	30%

Once awarded, a Service Credit will appear on a Subscriber’s next month’s invoice. Subscriber will have the right to terminate the Agreement if Laserfiche Cloud’s Uptime in two or more consecutive months within a calendar year is lower than 85% in each of such months.

3. SERVICE CREDIT REQUEST PROCEDURE

To qualify for a Service Credit:

1. The request must be received by Laserfiche within 15 days of the end of the month for which a credit is sought.
2. Subscriber’s account must be in good standing with all invoices paid and up to date.

To receive a Service Credit, Subscriber must submit a claim by emailing orders@laserfiche.com with the following information:

1. “SLA Credit Request” in the subject line;

2. Subscriber's name, account ID, administrator's email address and phone number;
3. The date(s) and time(s) of each qualifying incident you are claiming; and
4. Evidence that documents the errors and corroborates your claimed outage (confidential or sensitive information in these logs should be removed and replaced with asterisks).

Failure to provide all the requested information as required will disqualify the Service Credit claim.

4. ERROR CORRECTION AND RESPONSE TIME FOR CLOUD CLIENT COMPONENTS

This SLA also covers Error correction support for Cloud Client Components. "Error" means failure of Software to materially conform to its documentation, but excluding any nonconformity resulting from Subscriber's misuse, improper use, or unauthorized change of any Software; or the combining of Software with software not supplied or identified as compatible by Laserfiche. Errors are classified in Table A. Upon identification of an Error, Subscriber will notify their Solution Provider or Laserfiche and provide sufficient information to locate and reproduce the Error. Laserfiche will work with Subscriber's Solution Provider and/or Subscriber to determine the classification of such Error. No Service Credits are awarded in connection with Error corrections. Laserfiche will use all reasonable commercial efforts to attempt to resolve any Errors according to support level within the target times specified in Table A, but failure to meet target times will not constitute a failure to perform a material provision of this SLA. With respect to Subscribers who have Solution Providers, response times below begin upon the Solution Provider's notification to Laserfiche with sufficient information of the Error and are dependent on Solution Provider's continuing collaboration with Laserfiche to resolve the Error.

Table A. Error Classification and Response/Communication Targets

Severity Level	Definition	Initial Response Goals**	Updates
Urgent	Laserfiche Cloud is not operational for all subscribers.	Within 1 business hour	Subscriber will be updated 2x daily on progress via the Status Page at https://status.laserfiche.com/ .
Critical	Software functionality is severely impaired even though it is operational at some level affecting multiple subscribers.	Within 4 business hours	Subscriber will be updated daily on progress via the Status Page at https://status.laserfiche.com/
High	A major function in the software is not operational and no acceptable work-around is available, but Subscriber is able to do some production work even though performance and user quality is affected.	Within 8 business hours	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Medium	There is a loss of a function or resource in software that does not seriously affect Subscriber's operations or schedules.	Within 10 business days	Subscriber will be updated weekly on progress via the Status Page at https://status.laserfiche.com/
Low	All other issues with software.	As needed	Subscriber will be updated as needed

Enhancement	New features and functionality not currently existing will be reviewed by Laserfiche's development team and included in future releases if approved.	As needed	Subscriber will be updated as needed

**** Business hours as set forth in the following section.**

5. ENGINEERING SUPPORT

Laserfiche will maintain support engineers monitoring Laserfiche's network operations during (1) U.S. PST business hours (except holidays) for the U.S. and Canadian Data Center Regions and (2) GMT business hours (except holidays), for the EU Data Center Region.

6. LIMITATIONS

A. The minimum period of Failure eligible for a Service Credit is 10 minutes, and shorter periods will not be aggregated. In the event that multiple periods of Failure overlap in time, Service Credits will not be aggregated, and Subscriber will receive Service Credits only for the longest period of Failure. Laserfiche is not required to issue multiple Service Credits for a single incident.

B. Credits available pursuant to this SLA apply only to future Laserfiche Cloud delivery. Service Credits will not entitle Subscriber to any refunds and are not transferable or assignable. If Subscriber retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support, or setup fees.

C. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Subscriber, including its applications, operating system(s), equipment, or facilities, or by any use or user of Laserfiche Cloud authorized by Subscriber, or by Subscriber's use of any other software in its operating system(s); (3) outages caused by hackers, sabotage, viruses, worms, or other third-party wrongful actions; (4) DNS issues outside Laserfiche's control; (5) outages resulting from Internet anomalies; (6) outages resulting from Force Majeure events; and (7) failures during a "beta" period. "Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Laserfiche Cloud degradation, as designated by Laserfiche in its sole discretion. Laserfiche will exercise reasonable efforts to inform Subscriber in advance before interrupting Laserfiche Cloud for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure.

D. This SLA does not cover (without limitation): (a) network performance to Subscriber's physical location or Internet access point (such as a local DSL/cable modem) or (b) failures due to denial of service attacks. This SLA does not apply to any feature Laserfiche identifies as "beta" or to any software components made available with Laserfiche Cloud that run outside of the Laserfiche Cloud online service (such as Client Components installed on-premises). IA tools and IA derivatives are excluded from this SLA and are provided "as is" and "as available".

E. Limitations & Warranty Disclaimer. The remedies set forth in this SLA are Subscriber's sole and exclusive remedies for any Failure or other loss of functionality of Laserfiche Cloud, or any Error with the Software, including without limitation for any breach of warranty, except as specifically set forth in the Agreement. The determination of any Failure or categorization of any Error is ultimately in the sole discretion of Laserfiche.

7. TERMS OF SERVICE/THE AGREEMENT

Terms defined in the Agreement will have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.

* * * * *

RICOH

1. What does execute appropriate backups refer to on the Page 6 (9 of the whole PDF) of what functions the county System Administrator / Technical Support will provide?

A: The County's IT Department will confirm the MS SQL Database along with validating the Images have been backed up prior to migrating any information. Ensure that all existing data is preserved and proven documents and metadata within ApplicationXtender has been successfully migrated to Laserfiche Cloud.

2. What specific functionalities, if any, do Laserfiche Windows clients provide that are not available in Web Client?

A: The Laserfiche Web Client and Laserfiche Desktop Client each have their own advantages and are suited to different needs. Here's a comparison to help you understand their differences:

In general,

Laserfiche Web Client: Ideal for users seeking flexibility, remote access, and frequent updates.

Laserfiche Desktop Client: Perfect for those who demand high performance, advanced features, and offline capabilities.

Laserfiche Web Client:

Unmatched Accessibility: Access your documents from any device, anywhere, anytime. Perfect for remote work and mobile access.

Effortless Deployment: No installation required. Simplify your IT management with easy deployment and maintenance.

Frequent Updates: Stay ahead with the latest features and improvements, thanks to our "Web First" development approach.

Seamless Integration: Enhance productivity with superior integration capabilities for web-based applications and services.

Laserfiche Desktop Client:

Superior Performance: Experience top-notch performance for intensive document processing tasks.

Advanced Features: Unlock robust features, including powerful plugins and OCR capabilities.

Intuitive User Interface: Enjoy a user-friendly interface that makes navigation a breeze.

Reliable Offline Access: Work without interruptions, even in environments with unreliable internet access.

3. What is the purpose of the (1) Laserfiche template with up to 20 index fields?

A: Laserfiche is designed by utilizing Templates that Organize a grouping of Documents (example) HR. Migrating from ApplicationXtender(AX) to Laserfiche Template aligns with an AX Application. A Laserfiche Template will contain the Grouping of documents with Metadata Fields that align with Index Values in AX to contain Select List, Dates etc. A Laserfiche Template can contain up to 255 Index Fields.

Laserfiche Template (HR Documents)
Metadata Fields (Index Fields) example:

Document Type:

File Code: HR

Description: Application

Form Types:

TBD:

4. We currently use a tool that exports documents as files along with a delimited .txt file for metadata. Can you expand on the .xml file requirement for data import into Laserfiche? Is it possible to work with our existing export format, or would we need to use your migration tool or convert the data to .xml to proceed with the import?

A: Laserfiche supports both .xml and .lst files regarding the Import of Images along with Metadata. The Laserfiche Import Agent looks for a Laserfiche .xml formatted file which provides the Metadata and path to the document. If the .txt file cannot be re-formatted to a Laserfiche .xml format, Ricoh has a tool that can convert .txt files to a Laserfiche .xml formatted file prior to importing the documents. The Laserfiche Import Agent will run on a scheduled basis monitoring the Input Folder. Utilizing the Laserfiche .xml formatted files improve the import process and decreases the upload time.

5. Can you expand on the counties' responsibility to monitor migration after an initial 100,000 documents?

A: The goal with any migration is to streamline the process of migrating images from AX to Laserfiche as a seamless process. Once the metadata and image folders have been defined, the process becomes very straightforward with documented steps for copying the files into a Source Folder. Then, the Laserfiche Import Agent will monitor the folder and upload the documents to the Repository. The thought process is once you have uploaded 100,000 documents, the remaining documents can become the responsibility of the County saving both time and money in regard to the migration.

6. Who is responsible for system hotfixes/updates/and patches and how is that communicated when necessary?

A: Laserfiche Cloud is automatically updated to the latest version on the first week of every month. Updates occur during the night and typically take only a few minutes. If additional updates are required there will either be push notifications in the Laserfiche interface or they will be communicated by Laserfiche to Ricoh in advance. Ricoh would then support the County with these updates.

More information on updates can be found here: <https://doc.laserfiche.com/laserfiche/en-us/Content/2025.04.htm>

7. In general, is the proposed an out of box implementation or is there (potentially) RICOH custom developed code/modules/plugins/etc layered on top?

A: The proposed solution is out-of-the box regarding the Implementation. Each module is configured to meet customer's goals and does not require custom developed code or modules.

8. What is the post implementation support process? For example: If we find it challenging to develop a new workflow or an existing workflow stops functioning. Will you provide support? If so, what does that look like?

A: Ricoh proposed a Block of Time to provide ongoing additional support to the County. It can be used to provide additional Training, New Workflow creation, or modifications to existing Workflows. After the Implementation has been completed and signed off, The County will be transitioned to the Ricoh Client Support Desk to support any existing systems' issues using an As Built Document that details the specific technical configuration.(see below in #12 for more details)

9. What system audit options are available? Who has access to what, what documents have been changed, etc.

A: Laserfiche has an Audit Trail that can be used system wide for audit information. Laserfiche auditing gives you fine-grain control over how auditing options are configured, allowing you to audit by user or group and audit both successful and failed attempts to perform an action. You can also specify that certain types of actions (such as document deletion or export) will require users to provide a reason. Once you have selected events to audit, you can view, filter, and export audit information in Audit Reports. You can create reports to analyze audit data, view the information as a chart, filter it to include only the information relevant to you, and export the data for use in spreadsheet programs such as Microsoft Excel.

10. Is your team able to perform OCR processing on documents during the migration from AX to Laserfiche? If so, can you provide details on how the process works, any limitations, and whether there are additional costs associated with it?

A: During the migration process, the Laserfiche Import Agent has an option to enable OCR Processing on documents as they are being ingested into the Repository. There are no limitations, but will slow down the import depending on the size of the documents and the machine it is running on. It would be recommended to configure multiple Import Agents. The Laserfiche environment has a built-in Full Text Feature that enables searching the content of a document.

11. Can you clarify the difference between a repository and document folders in Laserfiche? Specifically, can you expand on what a "repository" means in the context of Laserfiche, and why only one repository is allowed per tenant? We're trying to understand how this structure impacts organization and access within the system.

A: Laserfiche continues to improve upon their Laserfiche SaaS platform. Ricoh provided the latest information in accordance with the due date specified in the RFP. As of April 2025, Laserfiche Cloud now supports multiple repositories. Business Tier subscriptions include 3 repositories, and additional repositories can be purchased separately.

Laserfiche Repositories

Definition: A Laserfiche Repository is a centralized location where all documents, metadata, and settings are stored. It acts as the backbone of the system.

Purpose: Repositories are designed to manage large volumes of documents and data, providing robust security, compliance, and organizational capabilities.

Usage: Multiple repositories can be created to separate different types of data, such as Human Resources, Legal Documents, financial records, or medical information, based on organizational needs.

Advantages: Enhanced security, better organization, and compliance with regulatory requirements. It allows for tailored configurations to meet specific needs¹.

Laserfiche Folders

Definition: Folders are substructures within a repository used to organize documents in a hierarchical manner, similar to a file system.

Purpose: Folders help users navigate and manage documents within a repository by providing a clear and intuitive structure.

Usage: Folders can be nested and named according to the content they hold, making it easier for users to browse, search, and access documents.

Advantages: Simplifies document management, improves accessibility, and supports efficient navigation and retrieval of documents.

In summary, repositories provide a high-level organizational framework with robust security and compliance features, while folders offer a more granular and intuitive way to organize and access documents within those repositories.

12. Can you provide a copy of your standard Service Level Agreement (SLA)? Additionally, could you describe the process for requesting support, including how issues are submitted, typical response times, and escalation paths? We'd also like to understand what types of support services are included under the SLA and what might be considered out of scope or incur additional costs.

A: Laserfiche Cloud Service Level Agreement (SLA) (see separate SLA document sent in the same email)

This document outlines the uptime commitment, remedies for service failures, and other important details.

The Ricoh Software Support Desk offers you a single point of contact for any issues and questions that may arise. You contact them via phone (888-424-1573) or email (solutions@ricoh-usa.com) to open a ticket. You will be connected with an analyst who will be assigned to your case. If necessary, depending on the issue, the analyst will escalate the incident to an engineer who will resolve the issue or escalate to Laserfiche for resolution. The engineer will follow the ticket until the problem has been remedied for the County.

Creating new workflows not included in your project, adding new connections to other applications, API software development are out of scope for support for this project. (unless you have elected the option for additional support with a block of time as described above)

13. If we don't use DocuSign, is there a native way within Laserfiche to collect electronic signatures on documents—particularly as part of automated workflows? If so, can you describe how that functionality works and whether it meets compliance standards (e.g., audit trails, signer authentication)?

A: Laserfiche Forms has a signature pad field pre-built into the designer that can be added to any Forms based process. This allows users to sign by typing their name or using a signature pad. This does not include any signature certificate other than a user authenticating into the system. If the Laserfiche signer authenticated, then an Audit Trail will be captured.

Laserfiche with the DocuSign Integration module provides a compliance signature certification. DocuSign integration is included in the Business Tier if you have a DocuSign Subscription.

14. Can you explain what the Quick Fields Agent is in Laserfiche? Specifically, how does it work, what is its role in document processing or automation, and in what scenarios would we need to use it?

A: Laserfiche Quick Fields is an automated batch scanning, capture, and processing solution. Running a configured session in Quick Fields will automatically identify different types of documents, capture information from batches of scanned or electronic documents, extract data and use it to populate metadata or search for key information, add information such as annotations, and store the documents in a Laserfiche repository

Example of a Quick Fields w/ Agent scenario.

The HR Department wants to scan Employee Onboarding Packets and save them as digital files in Laserfiche. By using Quick Fields, they can scan the documents, automatically pull the Employee ID, and use it to fill in other information like the employee's name. The documents can then be stored in the right folders based on the employee's name. Without Quick Fields, staff would need to manually look up the Employee ID, type in the first and last name, and place the files in the correct folder. Quick Fields saves time and keeps everything organized.

A cont.: Laserfiche Quick Fields Agent is an add-on to Quick Fields that enables you to schedule Quick Fields sessions and have them run unattended. With Quick Fields Agent, you can centralize and automate the administration of data capture, retrieving information from different locations at any time. By scheduling when document processing occurs, your organization can use network resources at non-peak hours. Quick Fields Agent keeps track of all scheduled sessions and reports on the results of schedules that have run.

15. We are on a Microsoft 365 Government (GCC) tenant. Can you provide documentation and specific requirements for integrating Laserfiche with MS O365 in this environment? We're particularly interested in understanding any limitations, configuration steps, and supported features within the government cloud context.

A: <https://doc.laserfiche.com/laserfiche/en-us/Content/Laserfiche%20Integration%20with%20Microsoft%20Office%20365.htm>

Microsoft Office 365 ProPlus subscription or higher is required to use this integration with Laserfiche Cloud.

16. Does the API/SDK developer consume one of the full 25 allocated licenses?

A: Laserfiche utilizes Service Principal Accounts designed for non-human users to interact with the Laserfiche API, typically for integration purposes. Here are some key points about them: Service Principals are used for system-to-system integrations, allowing automated processes to interact with Laserfiche without needing a human user. Service Principal are created within the Laserfiche Account Administration Module by specifying a username, display name, user license type, and access rights. Service Principals authenticate using a rotatable API key instead of a password and cannot use Multi-Factor Authentication (MFA). They cannot sign in to Laserfiche client applications like human users; their credentials are only valid for API use.

17. Are the licenses floating or assigned to specific users?

A: The Licenses are assigned to Named Users. If a User Account has been disabled or removed from the system, the license can be re-assigned to a New Named User.

18. If a Criminal Justice Department wants to use this solution, are you able to meet the requirements for compliance with the Criminal Justice Information Services (CJIS) standards? Could you provide details on how your solution supports CJIS compliance and any specific steps we would need to take?

Laserfiche Cloud (our SaaS offering) runs in AWS commercial data center regions. To help customers address CJIS requirements, Laserfiche is currently mapping its security controls for Laserfiche Cloud in accordance with CJIS requirements related to AWS commercial regions, and anticipates completing this in 2025. Once AWS has received approval from different states on the use of commercial regions for CJI, Laserfiche's goal is for customers on Laserfiche Cloud to be able to use the service for CJI.

For further background, CJIS is a self-certification standard where any agency handling CJI is responsible for compliance. There is no central CJIS authorization organization or certification body that certifies that products meet CJIS requirements. Local governments typically look to their respective states on what they need to do to secure CJI, which historically require using GovCloud if they are AWS customers. AWS has stated that the company is actively working with state law enforcement officials on approving the use of AWS commercial regions for CJI as an alternative to GovCloud.

Laserfiche also has a self-hosted offering, which can be deployed in a way that meets CJIS requirements. Laserfiche has many self-hosted customer implementations that are used by local law enforcement that handles CJI.

Members of our LF implementation team are CJIS certified and can be assigned to your project. We have worked with the Oregon Board of Parole and Post-Prison Supervision, Oregon Corrections Dept, and Child Welfare among others who have CJI and require CJIS certified engineers.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between Clackamas County, on behalf of its Human Resources Department (“Covered Entity”), and Ricoh USA, Inc. (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”). This Business Associate Agreement is effective upon execution by both parties.

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The 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 the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as

- necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were 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);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) 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.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII –GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Ricoh USA, Inc.



By: _____

Title: _____

Date: _____

Covered Entity
Clackamas County

By: _____

Title: Chair

Date: _____