### memo

#### **City Clerk's Office**

То:	Mayor Carbone and City Council
From:	Carol Anderson, City Clerk
Date:	June 28, 2021
Re:	Approval to Enter Agreement for Online Vital Record Processing

*Vote to authorize the City Clerk to enter into an agreement with Permitium, LLC of Pinewood, NC for online vital record processing.* 

Permitium will provide a secure online vital records request platform for customers to purchase vital records from any computer or device. Some features include:

- The service is provided at no cost to the city. Customers who chose to use this optional service are charged a \$4.00 convenience fee, an \$.35 verification fee, and a \$.58 credit card fee. (\$4.93)
- Complete control of Torrington's vital records is maintained by the City Clerk and City Clerk Staff. The final decision to issue documents is ours alone.
- Customers will be provided with order tracking communications such as emails, texts or voice messages.
- Additional security is provided with identification questions using state and federal databases with answers only the applicant would know.
- Permitium securely holds the request forms as confidential documents which will be destroyed upon request at the end of the mandated retention period.
- Funds collected can be directly deposited to the city either daily or weekly at our discretion.

#### USER LICENSE AGREEMENT FOR AN ONLINE VITAL RECORDS REQUEST APPLICATION

This user license agreement for an online vital records request application (the "User License Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Torrington Town and City Clerk (the "CLIENT") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

- 1. Basic Obligations of Permitium. Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.
- 2. Basic Obligations of the CLIENT. For any services requested in writing by the CLIENT, the CLIENT agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
- **3. Term.** Contract will be effective from \_\_\_\_\_\_, through \_\_\_\_\_\_. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
- **4. Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25<sup>th</sup> of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
- **5. Termination for Cause.** At any time, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.
- 6. Insurance. Permitium agrees to maintain a minimum of \$6,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by

Permitium, or the \$6,000,000 limit of general liability policy.

- **7. Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
- 8. Monitoring and Auditing. Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
- **9. Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium' products and services. Except as essential to Permitium' obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

**10. Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care

and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:

- **10.1.** All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
- **10.2.** Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- **10.3.** All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.
- **10.4.** Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.
- **10.5.** All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.
- **11. Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.
- **12. Indemnification.** Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

13. Relationship of Parties. Permitium shall be an independent User License Agreement of

the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

- 14. Compliance with Applicable Laws. Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.
- **15. Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.
- **16. Assignment.** Permitium agrees to notify the Client in the event the Contract is assigned to a 3rd party within 5 business days of the assignment.
- **17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.
- **18. Connecticut Law.** Connecticut law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of Connecticut.
- **19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
- **20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.
- **21. Non-Solicitation**. The Receiving Party agrees that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, the Receiving Party shall not solicit any employees of CLIENT to become employees of the Receiving Party or its affiliated entities.
- **22.** Notices. Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium Permitium, LLC 10617 Southern Loop Blvd. Pineville, NC 28134 Attn: Matt Solomon

If to CLIENT: Torrington Town and City Clerk 140 Main Street Torrington, CT 06790

**23.** Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

PERMITIUM, LLC

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Printed Name:	Printed I	Name: Matt Solomon
Signed:	Signed:	
ITS:	ITS:	Managing Partner
DATE:	DATE:	

**Torrington Town and City Clerk** 

#### **STATEMENT OF WORK – EXHIBIT 1**

#### **Implementation Plan**

- Configure the initial instance of the new **Permitium** solution based on the Client's process and **Permitium's** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client's staff during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client's staff as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

#### **Implementation Team**

Permitium	Account Manager	Matt Solomon	704-998-6555	matt.solomon@permitium.com
	Support Team		855-712- PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			
	IT			

#### **Data and Security**

All data collected in the Client's instance of **PermitDirector** is the property of the Client. **Permitium** does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

#### **Cost of Service**

Cost for VitalDirector software, implementation services or support - Permitium will charge

\_\_\_\_\_\$4.00 passed on as a convenience fee back to the applicant for each application submitted.

Credit card fees are passed through to the applicant by **Permitium** based on our contract rate along with a \$.35 vital verify fee, when applicable. The current rate is \$.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.





### **About Permitium**

The Short

**Extending Government Services to Communities** 

The Long

Permitium provides a Software-as-a-Service (SaaS) platform to collect information, process payment, streamline ID Verification, and speed delivery of vital record requests from <u>ALL</u> intake methods.

"We configured Permitium's software to enforce our policy for processing vital records. The solution holds everyone involved in the process accountable from the general public all the way to our staff." – Mecklenburg County (Charlotte, NC)







82% of Permitium Orders come via smart phones (2020 YTD avg)
84% of Permitium Orders come in between 5:00 PM – 11:30 PM
39% Year over Year Increase in Online Vital Orders via Permitium



### COMPONENTS

- 100% Hosted & Smart Phone Friendly
- Interactive Online Vital Request Form
- Online & Walk-in Options
- Multiple Shipping & Pickup Options
- Email / Text Notifications / Voice (IVR)
- Automated ID Verification
- Online Order Tracker
- Comprehensive Reports & Audit Trail

### **BENEFITS**

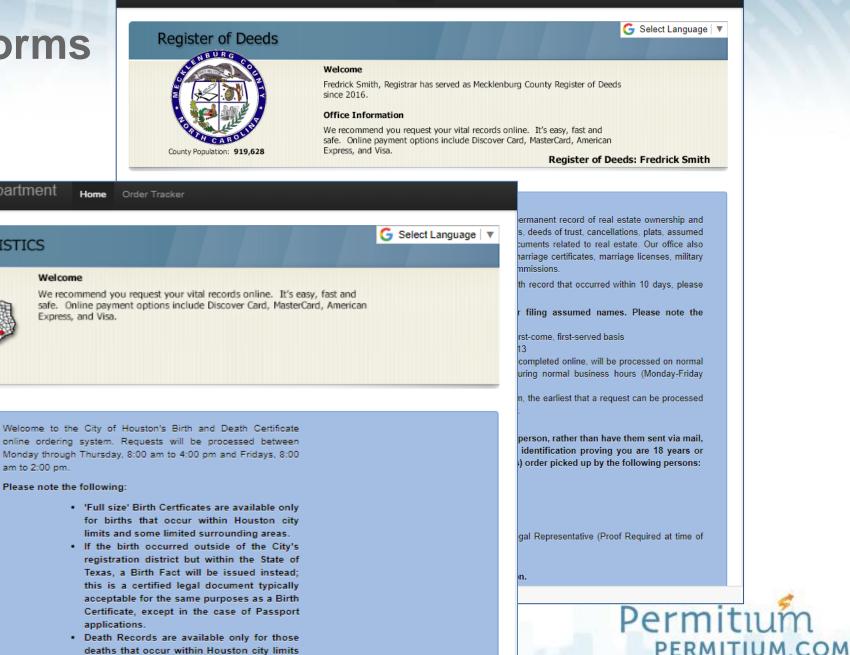
- NO Cost to the Agency
- Self-Service for Citizens
- Unify, Control & Optimize Vital Requests
- Ensure Statute Compliance
- Reduce Costs of Processes Requests
- Accelerate Turnaround Time
- Improved Security
- Manage & Control Certificate Distribution
- Eliminate Manual Data Entry





### **Branded Online Forms**

Mecklenburg RoD Vital Records Requests Home Order Tracker





City of Houston Health Department

BUREAU OF VITAL STATISTICS

#### Welcome

safe. Online payment options include Discover Card, MasterCard, American Express, and Visa.

#### Select To Get Started:



I am requesting a certified Birth Certificate



I am requesting a certified Death Certificate.

Vital

Record

online ordering system. Requests will be processed between Monday through Thursday, 8:00 am to 4:00 pm and Fridays, 8:00 am to 2:00 pm.

Please note the following:

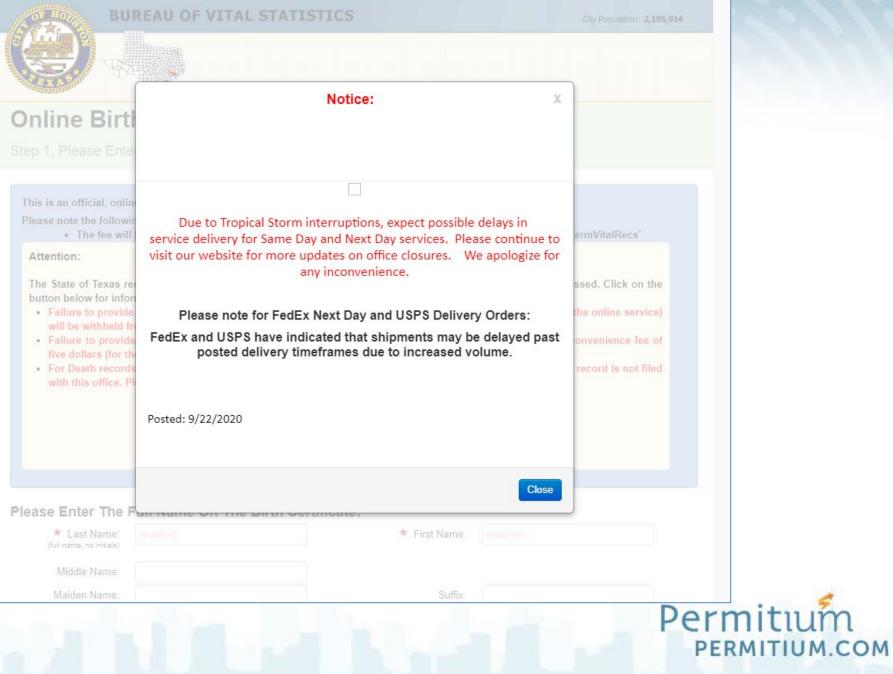
- deaths that occur within Houston city limits and some limited surrounding areas.
- For a list of Valid IDs click HERE

# **Shipping Option**

Proactive Communications to Applicants

∛ital Records





### **Configurable Online Form**

- Required Fields to Ensure Complete Data
- Eliminate Handwriting
- Real-time Submission
- Customer Convenience
- Dynamic Pricing Options
- Configurable Fields
- Mirror the State Application

	D Vital Records Reques	ts Home Order Tracker	
_			G Select Language
Regis	ster of Deeds		County Population: 1,005,385 Population Ranking: 2nd
WAKE			
COUNTY NORTH CAROLINA	3		
	7		
Online Bir	th Certificate Re	equest	
Step 1, Please Ent	er All Information		
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		eds Vital Record. The information cont e the order process through payment of	ained in this request should be considered
	pe paid through Permitium Payment ovider of payment services.	s. The charge will show on your credit	card statement as 'PermVitalRecs'. This is
	have Certificates that were issued in	n Wake County	
,	cial Security Number, please enter 99		
If you do not have a So			
If you do not have a So			
	Full Name On The Birth C		
Please Enter The * Last Name:			required
Please Enter The	Full Name On The Birth C	ertificate:	required
Please Enter The * Last Name:	Full Name On The Birth C	ertificate:	required
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Please Enter The * Last Name: (ful name, no initials) Middle Name: Maiden Name: Information Relat	Full Name On The Birth C	ertificate:	
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Please Enter The * Last Name: (full name, no initials) Middle Name: Maiden Name: Information Relat * Date of Birth: * Birth City:	Full Name On The Birth C [required ] ed To Birth: [mm/dd/yyyy [required]	ertificate:	
Please Enter The * Last Name: (full name, no initials) Middle Name: Maiden Name: Information Relat * Date of Birth: * Birth City: Birth County:	Full Name On The Birth C required ed To Birth: mm/dd/yyyy required @ Wake	ertificate:	
Please Enter The * Last Name: (full name, no initials) Middle Name: Maiden Name: Information Relat * Date of Birth: * Birth City: Birth County: * Birth State:	Full Name On The Birth C required ed To Birth: mm/dd/yyyy required @ Wake	ertificate:	
Please Enter The * Last Name: (full name, no initials) Middle Name: Maiden Name: Information Relat * Date of Birth: * Birth City: Birth County: * Birth State:	Full Name On The Birth C required ed To Birth: mm/dd/yyyy required @ Wake North Carolina	ertificate:	
Please Enter The * Last Name: (full name, no initials) Middle Name: Maiden Name: Information Relat * Date of Birth: * Birth City: Birth County: * Birth State: Parent Names As	Full Name On The Birth C required ed To Birth: mm/dd/yyyy required @ Wake North Carolina Listed on Birth Certificate	ertificate:	required





# **Signature Options**

### **E-Sign Act Compliant**

The person listed on the Birth Certificate is: Myself 📝			
Cost of Records Request Processing			
Original copies 🗹			
Certified Birth Certificate		\$25.00	
Number of Addesses		x1	
Total Cost of Original Docs		\$25.00	
Convenience Fee		\$4.00	
Credit Card Processing Fee		\$1.14	
Total Fee		\$30.14	ļ
pon Code	Requestor's Initials:	MS	
		Back Proceed To Chec	

Pricing clearly shown to the applicant

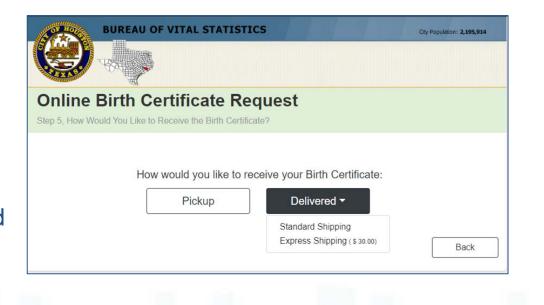




# **Shipping Options**

Add files
X

# Upload photo ID and other documentation



Provide expedited and standard shipping & same day pickup



# **Multiple Payment Options**

**Online Payments** 

### Credit Cards, Cash, Walk In Orders, Discounted Permits...

PermitDirector manages it all!



have requeste	d the followi	ng:		
Description:	Birth Certificate (o	ertified)		
	This service may		ion. Any falsification of ir of your application or you	formation or incorrect information will Ir request.
Document Fees:	\$26.14			
Convenience Fee:	\$4.00			
Total Amount:	\$30.14 USD			
Total Amount.	\$30.14 USD			
Delivery Options:		via mail to the addresses yo	ou requested.	
Delivery Options:		via mail to the addresses yo Name on Card Samuel L Jackson	ou requested.	
Delivery Options:	Will be delivered with the second sec	Name on Card	ou requested.	

Permitium

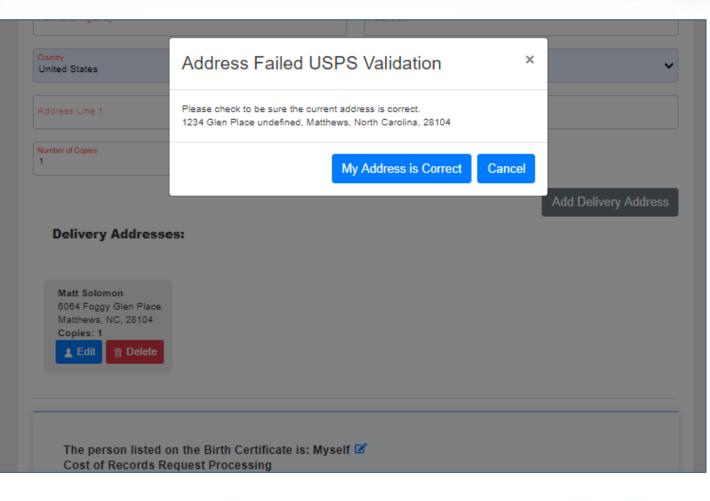
PERMITIUM.COM

This is the final step in the records request process



#### Integration with United States Postal Service





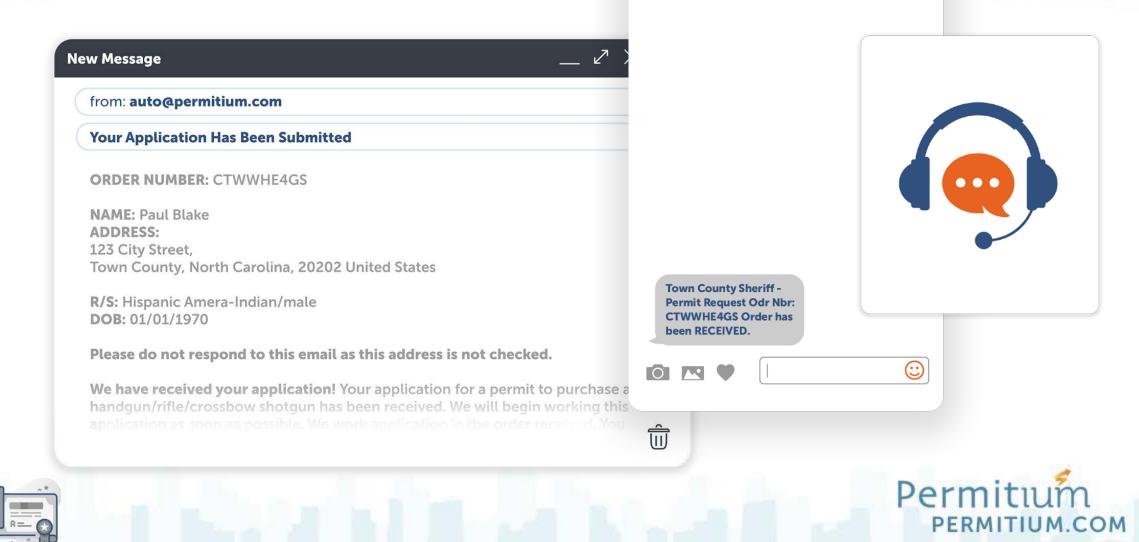
Permitium.com

### **Requestor Experience**

Proactive Outbound Communications via Email, Text Message, & Voice updates to Requester

Vital

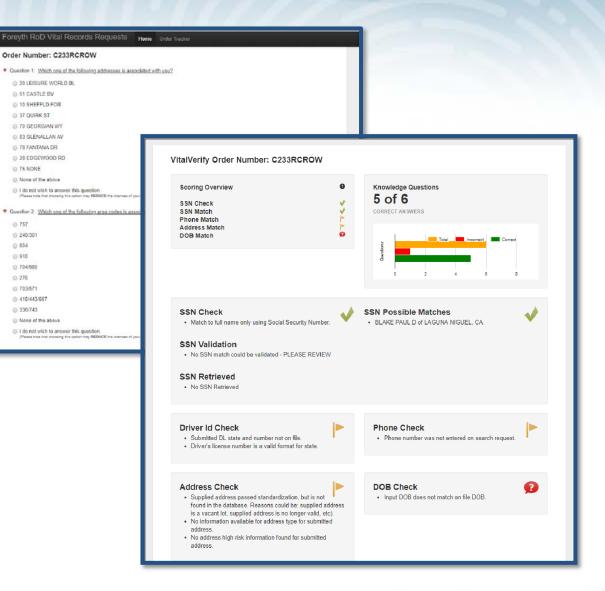




### ID Verification Online Payments

∛ital Record

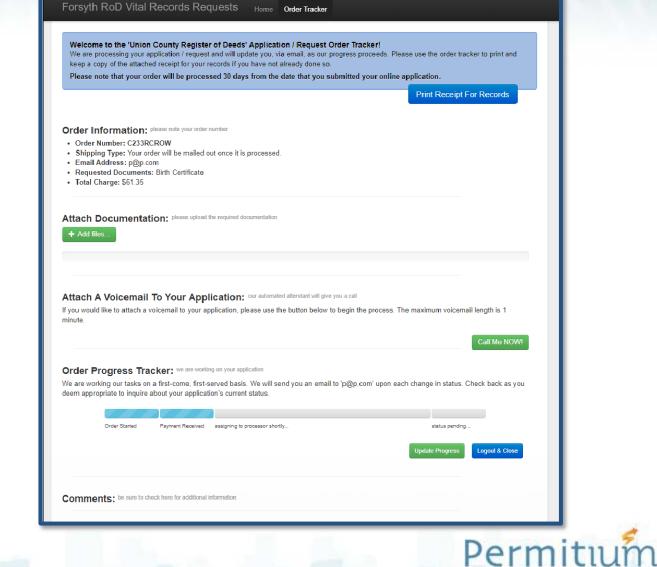
- Bio-demo data is compared and analyzed against state & federal databases for accuracy and assurance of ID Verification
- Review applicant identification quickly using the VitalVerify modeling tools



Permitium PERMITIUM.COM

# **Order Tracking/ Receipts**

### **Real-time & Online**



PERMITIUM.COM

- Upload Documentation
- Attach voice messages to orders
- Review order status

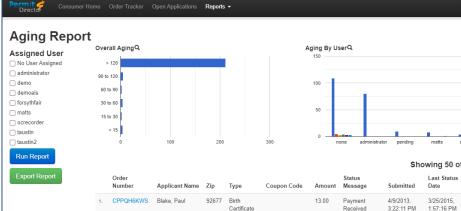


Vital Records

### **Report Options Data & Graphs**

### One monthly payment instead of many individual cash or check payments &

#### receipts!



Certificate

Certificate

Certificate

Certificate

Certificate

Cortificate

Certificate

Certificate

92677 Birth

92677 Birth

27609 Birth

27615 Birth

27615 Birth

27615 Birth

jenkins, meredith 27615 Birth

2. CPOOWKNBO Blake Paul

3. CPTAMJKE2 Blake, Paul

Jenkins.

Meredith

Jenkins,

Jenkins

Moredith

Meredith

Meredith

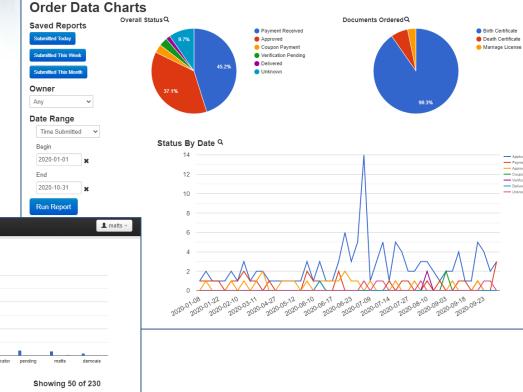
4. CPTAZHOFS

5. CPTBPDDFQ

6. CPT3EEDGC

CPT7POFM4

8. CPT76V7VO Jenkins.



Consumer Home Order Tracker Open Applications Reports -

Owne

demoais

administrator

administrator

administrator

administrator

administrator

administrator

administrator

3:22:11 PM

4/15/2013

1:16:26 PM

5/1/2013,

5/1/2013

5/1/2013,

5/6/2013

5/7/2013

5/7/2013.

1:06:35 PM

2:44:46 PM

10:53:23 AM

3:01:45 PM

9:57:36 AM

7/15/2015

8/2/2015,

10:22:10 PM

5/20/2013.

5/1/2013

3:07:56 PM

5/6/2013

2:50:57 PM

5/7/2013.

5/7/2013.

1:11:29 PM

10:55:54 AM

11:50:42 AM 2:31:22 PM

10:05:45 PM

Received

Payment

Received

Payment

Payment

Received

Payment

Received

Payment

Received

Payment

Payment

Received

Received

Received

13.00

27.00

23.00

23.00

23.00

23.00

33.00





💄 matts 👻

- Payment Received - Approved

- Coupon Paymen - Verification Pendin

- Delivered



### **Contact Information**

Analisa Boza, Sales Territory Representative (704) 412-1404 Analisa.boza@permitium.com





# **Reference Slides**



# Steps to Go Live in 30 Days

- **1. Execute Agreement**
- 2. Initial Kick off Call (15 min call within 7 days of Executed Agreement)
- 3. Site Buildout (7 days)
- 4. Site Review/Initial Training Call (45-minute call)
- 5. 2<sup>nd</sup> Training Call (30-90 minutes depending on # of users)
- 6. Initial Go Live Follow up (30 min call)
- 7. Post Go Live Follow up(s) (15 min calls)



# **Statistics**

- ▶69% of the US Population Regularly Purchase Essentials Online
- ▶91% Projection of the US Population will Regularly Purchase Online by 2023
- ▶9% Increase in Consumer 1<sup>st</sup> Time Online Purchases (since March 2020)
- ≻67% of Millennials prefer to Purchase Essentials Online
- ▶63% of the Population Research Purchase Options prior to Purchase
- 76% of Online Purchasers desire real-time email/text updates on order changes or delays
- >64% of Online Purchasers desire contactless pickup or delivery options

Sources: <u>www.statista.com</u>, <u>www.optinmonster.com</u>, <u>www.thebalancesmb.com</u>, <u>www.sleeknote.com</u>, <u>www.digitalcommerce360.com</u>

