

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

963



FROM: Human Resources Department

SUBMITTAL DATE:
December 4, 2012

SUBJECT: Wellsource, Inc. Software Maintenance Agreement

RECOMMENDED MOTION: That the Board of Supervisors 1) approve the Sole Source Justification with Wellsource, Inc. (Attachment A); 2) ratify and approve the Software Maintenance Agreement with Wellsource, Inc., from November 1, 2012 until October 31, 2015 (Attachment B); 3) authorize the Chairperson to sign four (4) copies of the attached Agreement; and 4) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: On November 28, 2006 the Human Resources Department entered into a Software Maintenance Agreement with Wellsource, Inc. for the use of Health Risk Assessments to be used as an integral component of the Wellness Program.

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE: 12/10/12

Barbara A. Olivier
Barbara A. Olivier
Asst. County Executive Officer/Human Resources Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 32,300	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2012/13

SOURCE OF FUNDS: Occupational Health and Wellness fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Ivan M. Chand 12/10/2012
Ivan M. Chand

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 18, 2012
xc: HR, RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: 3/15/2011; 3.30 | District: All | Agenda Number:

3.27

RCIT Purchasing: Kevin K Crawford, CIO
 Department: Concurrent
 Date: 12/10/12
 Mark Seller, Assistant Director

Dept's Recomm.:
Per Exec. Ofc.:

BACKGROUND continued:

In 2006, the Wellsource, Inc., Wellsuite Health Risk Assessment Tool was purchased to provide participants of the County's Wellness program the opportunity to take an individualized Health Risk Assessment (HRA) as a first step on their journey to improved health. Wellsource, Inc., was selected because it has been an industry leader in Health Risk Assessments for 30 years. In 2009, Human Resources worked with Aon Consulting to create the Optimal Health & Wellness Program and during the market research phase it was determined continued use of the Wellsource, Inc., Health Risk Assessment Tool was the most cost effective means of delivering a health risk assessment to this program.

The comprehensive suite of wellness tools offered by Wellsource, Inc., is unmatched in the Health Risk Assessment industry but more importantly the Wellsuite Online Wellness Portal allows the County of Riverside to customize this portal incorporating many of our internal wellness offerings within the portal saving the County both time and money by streamlining many of the Health Risk Assessment features that were previously processed manually.

This web-based health survey asks questions about the individual's health habits, medical conditions, current symptoms, health risks, and readiness to change, learning preferences and other issues. Each individual completing a health risk assessment receives a "Personal Wellness Profile" with an assessment of their likely future health and recommendations for how they can improve their health. Health risk assessments are used to shape proactive personalized interventions with those who can benefit from specific behavior change.

Since 2006 Wellness participants have completed approximately 5,000 health risk assessments. The renewal of the license agreement with Wellsource, Inc., allows the Wellness Program to continue offering a formal scientific assessment process that is used to help develop a personalized plan for behavior change and health improvement. This assessment process is consistent with enhanced empowerment and self-efficacy and central to the program's goals and objectives. Additionally, discontinuing the assessment process or moving to a new vendor would compromise the County's ability to capture historical risk stratification data that is used to validate the effectiveness of the Wellness Program.

Date:

From: Barbara Olivier, Assistant County Executive Officer; Human Resources Director

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for funding in the amount of \$99,800.00 for the continued use of Wellsource, Inc. and its Wellsuite Online Portal Licenses to support both the Law Enforcement Management Unit (LEMU) Wellness Program and the Optimal Health & Wellness Program (OHWP) until October 31, 2015.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:**
Continued use of the Wellsource, Inc. Wellsuite online Wellness Portal and the Personal Wellness Profile Health Risk Assessments.
2. **Supplier being requested:**
Wellsource, Inc.
3. **Alternative suppliers that can or might be able to provide supply/service:**
There are many suppliers of health risk assessment tools from the Mayo Clinic, Convergence Health, Individual Health Plans or our current vendor Wellsource, Inc.
4. **Extent of market search conducted:**
In 2006 Wellsource, Inc. was selected to provide a Health Risk Assessment tool because it has been an industry leader in Health Risk Assessments for 30 years. Wellsource, Inc. started providing the Health Risk Assessment tool for the Law Enforcement Management Unit in 2008. In 2009 Human Resources worked with Aon Consulting to create the Optimal Health & Wellness Program and during the market research phase it was determined continued use of the Wellsource, Inc. Health Risk Assessment Tool was the most cost effective means of delivering a health risk assessment to this program.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**
The Wellsuite Online Wellness Portal provides the following benefits in a comprehensive suite of online tools.
 - Online and Paper Personal Wellness Profile Health Risk Assessments
 - A comprehensive 20 page Personal Wellness Profile Report
 - Comprehensive Health Library
 - Monthly Health Challenges
 - A "Next Steps Program"
 - Healthy Living Guideline Videos
 - Quarterly Articles and Challenges
 - Online Wellness Center (similar to WebMD)
 - Physical Activity Tracking
 - Healthy Eating Tracking
 - Workout Plans
 - Behavior Change Modules based on Risk

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Moving to a new vendor will compromise the County's ability to capture historical risk stratification data that is used to validate the effectiveness of the program.

The comprehensive suite of wellness tools offered by Wellsource, Inc. is unmatched in the Health Risk Assessment industry but more importantly the Wellsource Online Wellness Portal allows the County of Riverside to customize this portal incorporating many of our internal wellness offerings within the portal saving the County both time and money by streamlining many of the Health Risk Assessment features that were previously processed manually.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The annual Wellsource Portal License is currently \$4,100.00. The price per user license is \$9.40 per employee. Annual funding is provided by each of the three Medical Health Plans to support the Wellness Program efforts.


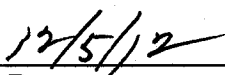
8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No.

9. Period of Performance:


November 1, 2012 through October 31, 2013, renewable annually until October 31, 2015.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

 Department Head Signature Date

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>32,300</u> One time <input checked="" type="checkbox"/> Annual Amount through <u>10-31-2015</u>		
	<u>12-6-12</u>	<u>13-255</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

REQUESTED PURCHASE: WELLSOURCE, INC. - WELLSUITE ONLINE PORTAL LICENSES FOR HEALTH RISK ASSESSMENTS.	
DEPARTMENT/AGENCY: OPTIMAL HEALTH & WELLNESS PROGRAM (OHWP)/HUMAN RESOURCES	
CONTACT NAME/PHONE: RODGER LEHL/951-778-3976	
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	<p>Wellsource, Inc. has developed the Wellsuite Online Portal, where electronic Health Risk Assessments can be completed and stored. Since 2006, OHWP has used Wellsource for this purpose due to the quality of its product, the wide variety of additional services that it provides, and its cost effectiveness.</p> <p>The requested purchase is for the continued use of Wellsource, Inc. and its Wellsuite Online Portal Licenses to support both the Law Enforcement Management Unit (LEMU) Wellness Program and the Optimal Health & Wellness Program (OHWP) until October 31, 2015.</p> <p>The annual Wellsource Portal License is currently \$4,100.00. The price per user license is \$9.40 per employee. Annual funding is provided by each of the three Medical Health Plans to support the Wellness Program efforts.</p> <p>Period of Performance: November 1, 2012 through October 31, 2013, renewable annually until October 31, 2015.</p>
BUSINESS NEEDS ADDRESSED	<p>One of the primary purposes of any wellness program is to increase its participants' awareness of their current health status. Health Risk Assessments play a vital role in accomplishing this by asking key questions and calculating health status based on the answers to those questions. In addition, the electronic nature of Wellsource's Wellsuite Online Portal allows the OHWP to capture historical data, reduces paper cost, and maximizes convenience for its participants.</p>
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
BUSINESS CRITICALITY	BUSINESS IMPACT (SELECT ALL THAT APPLY)
<input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

BUSINESS RISKS	Financial: Not having electronic HRA's will greatly increase man hours and increase paper costs.
	Operational: The Wellsite Online Portal allows OHP to gather historical data that assists in directing the program's direction and frees its very small staff from overwhelming and unnecessary paperwork.
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____
PURCHASE COSTS	
Hardware: \$	
Software: \$32,300.00	
Labor: \$	
TOTAL COST: \$	
COST BENEFIT ANALYSIS	
ALTERNATIVE STATUS QUO	ALTERNATIVE ALTERNATIVE
Current Annual Cost	
Ongoing Annual Cost	
Annual Cost Savings	
Net Annual Savings	
Project Implementation Cost	
Project Payback Period? yrs	

Department Head Signature: _____ Date: 12/5/12

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____
 Chief Information Officer Signature: _____ Date: 6/22/12

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

BUSINESS RISKS

Financial: Not having electronic HRA's will greatly increase man hours and increase paper costs.

Operational: The Wellsuite Online Portal allows OHWP to gather historical data that assists in directing the program's direction and frees its very small staff from overwhelming and unnecessary paperwork.

Customer:

ALTERNATIVE SOLUTIONS

1. [Solution]
 2. [Solution]
 3. [Solution]

TRANSACTION Cash Purchase Lease Purchase Lease Years: _____

PURCHASE COSTS

Hardware: \$
 Software: \$32,300.00
 Labor: \$
 TOTAL COST: \$

COST BENEFIT ANALYSIS

	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
Current Annual Cost			
Ongoing Annual Cost			
Annual Cost Savings			
Net Annual Savings			
Project Implementation Cost			
Project Payback Period? yrs			

Department Head Signature: *[Signature]* Date: 12/5/12

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____
 Chief Information Officer Signature: *[Signature]* Date: 6 Dec 12

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TSOC explanation for denied requests:

COUNTY OF RIVERSIDE OPTIMAL HEALTH AND WELLNESS PROGRAM
AND
WELLSOURCE, INC.

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and Wellsource, Inc. (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed a Wellness Program, this program provides online wellness portal and personal wellness profile risk assessments, and,

WHEREAS, Contractor provides an integrated, comprehensive, online suite of wellness programs and is capable of providing services for County and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of online wellness services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

- 1.1 Agreement means this Contractor Agreement for the provision of services for County, and all attachments, addenda and amendments hereto.
- 1.2 Program means County Of Riverside Optimal Health And Wellness Program.
- 1.3 Director means the Director of Human Resources for Riverside County, or his or her designee.
- 1.4 Member means any eligible County employee, their covered spouse or registered domestic partner, or County retiree, who has enrolled in the Optimal Health and Wellness Program.

2.0 DUTIES OF CONTRACTOR

- 2.1 CONTRACTOR RESPONSIBILITIES – Contractor shall provide to Members those services listed in Attachment 1. The services covered by this Agreement are services that have been agreed upon by both the Contractor and County.
- 2.2 ACCESSIBILITY OF SERVICES – Contractor shall provide 24 hour access to Wellsource Online Portal Licenses.
- 2.3 OTHER REPORTING – Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable the County to fulfill its reporting and other obligations under the Agreement.

3.0 **DUTIES OF THE COUNTY**

3.1 **ADMINISTRATION** – County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of this agreement.

3.2 **CONTRACTOR ASSISTANCE** – County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement.

3.3 **ADMINISTRATION OF PAYMENTS** – County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 **TERM**

4.1 **MULTIPLE-YEAR AGREEMENT** – The pricing listed in Attachment 1 is based on a three year (36 month) agreement commitment. The term of this Agreement shall become effective November 01, 2012, and shall continue in effect for three years (36 months), until October 31, 2015.

4.2 **AGREEMENT EXTENSION** – Each year prior to October 31, the pricing and services provided to County for its Members by Contractor listed in Attachment 1 shall be reviewed and agreed upon by both the Contractor and County.

5.0 **BILLING AND COMPENSATION**

5.1 **ADEQUACY OF COMPENSATION** – Contractor shall accept the payments specified in this Agreement as payment in full for all services provided to Members.

The following apply to online products and services provide to County by Contractor:

5.2 **ANNUAL LICENSING FEE** – Annual licensing fee covers software development and support costs. Includes a logo and header banner identifying County (excluding flash introductions). Entitles County to updates while the license or extensions thereof are in effect. Includes unlimited Contractor technical support and product updates.

5.3 **ONLINE ANNUAL LICENSE FEE** – Online annual license fee covers cost of web servers, secure internet connections, 128 encryption security, security, secure socket, 24/7 web hosting fees and staffing to maintain and oversee website installation and operation on Contractor's servers.

The following apply to both online and desktop products and services provide to County by Contractor:

5.4 **CUSTOMIZATION AND REPORTING FEES** – If software customization or development consulting services are required beyond routine technical support, Contractor may provide such assistance

at an hourly rate of \$250. Non-automated database reporting and data transmission requests will be performed for an hourly fee of \$150.

5.5 Unused PWP™ Advantage Online Health Risk Assessments – Unused PWP™ Advantage Online Health Risk Assessments and bundled services from one year are rolled over to the next year.

5.6 LICENSING – Attachment 1 assumes acceptance of the standard Contractor terms and conditions regarding use of its systems.

5.7 SHIPPING – County is responsible for all applicable shipping charges, regardless of whether specifically stated on Attachment 1, or added to the invoice.

5.8 County will not be responsible for late fees or monthly service charge.

6.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

6.1 PUBLIC RECORDS – Contractor acknowledges and agrees that information, communications, and documents given by or to County, and meetings involving County may be subject to the public records and meetings laws and regulations of the State of California.

7.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

7.1 INDEMNIFICATION – Limited to a maximum recovery in any one year of \$3 million, Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, action or damage whatsoever, based or asserted upon any services or actions of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including, but not limited to, all notification requirements plus any penalties required by any state government or the Federal government associated with Contractor its officers, directors, agents, or employees divulging Member personal data as well as any liability arising from Contractor and its officers, directors, agents, and employees divulging such data. Contractor shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost of investigation, defense and including settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor indemnification to County as set forth herein.

Contractor obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- 7.2 COUNTY ACTS OR OMISSIONS – County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney’s fees) of any kind and nature arising by reasons of the acts or omissions of County or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.
- 7.3 LIABILITY FOR OBLIGATIONS – Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party’s employees, agents and representatives.

8.0 DISPUTE RESOLUTION

- 8.1 DISPUTES – County and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.
- 8.2 CURE PERIOD PROVISIONS – In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party’s sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

- 8.3 ADVERSE GOVERNMENT ACTION – In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may

terminate this Agreement by giving at least ninety (90) day notice or may terminate sooner if agreed to by both parties.

9.0 TERMINATION

9.1 **TERMINATION FOR MATERIAL CAUSE** – Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR** – The following shall constitute cause for immediate termination of this Agreement by Contractor:

- A. Breach of Material Term and Failure to Cure – County’s breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Dissolution of the Program – dissolution of the Program by an act of the Board of Supervisors for Riverside County.

9.3 **CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY** – The following shall constitute cause for immediate termination of this Agreement by County:

- A. Breach of Material Term and Failure to Cure – Contractor’s breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services – Failure of Contractor to provide online wellness service.
- C. Insolvency of Contractor – including the filing of bankruptcy of Contractor.
- D. Dissolution of the Program – dissolution of the Program by an act of the Board of Supervisors for Riverside County.

9.4 **TERMINATION WITHOUT CAUSE** – After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least (90) days written notice of termination. If County terminates this Agreement prior to the end of the multiple-year term, a termination fee of \$8,200 shall be due Contractor (equal to payment of the \$4,100 year two and year three online license fee) and shall be payable in (30) days.

10.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1 **INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY** – Contractor acknowledges that all Members participating in the Wellsuite Online Portal and the Personal Wellness Profile health risk assessment are County employees, their covered spouse or registered domestic partner, or County retirees. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

- 10.2 **TERMINATION AGREEMENT** – Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to County.
- 10.3 **USE OF NAMES AND TRADEMARKS** – County and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party’s symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign.

11.0 **GENERAL PROVISIONS**

- 11.1 **NOTICES** – Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

County of Riverside
 Human Resources Department
 P.O. Box 1569
 Riverside, CA 92502-1569
 Attn: Accounting Division

CONTRACTOR:

WELLSOURCE, Inc.
 15431 SE 82nd Drive
 Clackamas, OR 97015
 Attn: Charles Haselwood

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

- 11.2 **ASSIGNMENT AND DELEGATION** – This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.
- 11.3 **INVALIDITY AND SEVERABILITY** – If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.
- 11.4 **LIMITATIONS OF SEVERABILITY** – In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

- 11.5 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.
- 11.6 ENTIRE AGREEMENT – This Agreement (together with the Wellsource Online License Agreement and all attachments hereto), and any requirements promulgated by County or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by County or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder
- 11.7 AMENDMENT – This Agreement may be amended or modified only by mutual written consent of the parties.
- 11.8 ATTORNEYS FEES – If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.
- 11.9 TIME IS OF THE ESSENCE – Time shall be of the essence of each and every term, obligation, and condition of this Agreement.
- 11.10 GOVERNING LAW – County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.
- 11.11 VENUE – All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in Riverside, California.
- 11.12 GOVERNMENT CLAIMS ACT – The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.
- 11.13 INDEPENDENT CONTRACTOR – The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all online wellness services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint

venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

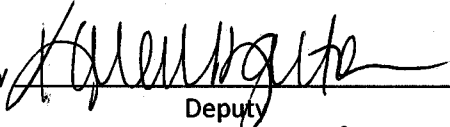
- 11.14 CONFLICT OF INTEREST – The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.
- 11.15 EXHIBITS – All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.
- 11.16 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT – Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

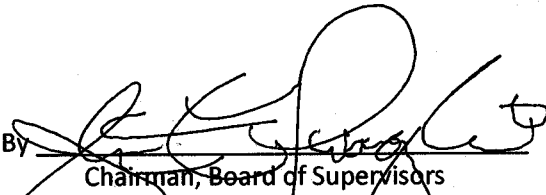
IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this agreement for wellness services for Riverside County.

ATTEST:

Clerk to the Board
Kecia Harper-Ihem

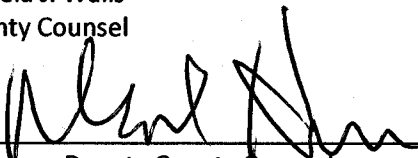
By 
Deputy
DEC 18 2012
Date _____

COUNTY OF RIVERSIDE:


By 
Chairman, Board of Supervisors
Date DEC 18 2012 **JOHN TAVAGLIONE**

Approved as to form and content:

Pamela J. Walls
County Counsel

By 
Deputy County Counsel

CONTRACTOR:


By: 

Printed Name: Heather Tourville

Title: General Counsel

Date: 8-28-12

Attachment 1

 <p>Wellsource® THE WIN-WIN WELLNESS SOLUTION</p>		Account Number:	12780	
		Quote Number:	CH7912	
		Quote Date:	7/9/2012	
		Quote Valid to:	10/31/2012	
Wellsource, Inc. 15431 SE 82nd Drive, Portland OR 97015 Toll Free: 800-533-9355 Local: 503-656-7446 Fax: 503-650-0880 website: www.wellsource.com		Wellsource Contact: Charles Haselwood, Regional Sales Manager 503-557-9523 Charles@Wellsource.com		
Bill To: County of Riverside Human Resources Department P.O. Box 1569; Riverside, CA 92502-1569 Attn: Deputy Human Resources Director Dianne Williamson Contact Phone#		Ship To: County of Riverside Human Resources Department - Wellness Program 3600 Lime Street, Building 7, Suite 716, Riverside, CA 92501-2971 Attn: Wellness Coordinator Rodger Lehl Contact Phone# (951) 778-3976		
WellSuite® Advantage Online Renewal				Renewal Date:
Product	Description	Qty	Each Price	Annual Price
OL-WPA-015	Personal Wellness Profile™ Advantage Online Annual License Fee includes: WellSuite III portal with two Vertical Enterprise Units* and Wellsuite® Explorer data upload capability. New customer web training and technical support included during the term of the license.	1	\$ 4,100.00	\$ 4,100.00
CU-SFT-100	Single Sign-On (SSO): Optional SAML SSO Provides capability to pass participant registration directly from client's own website.	0	\$ 1,995.00	\$ -
OL-WPA-160	Smart Exits Annual Fee: Annual fee supports automatic direction of participants to SelfHelpWorks programs.	1	\$ 1,995.00	Included
OL-WPA-015-SP	Spanish Language Annual License Fee: Annual license fee for optional online Spanish language health risk assessment and participant report.	0	\$ 1,995.00	\$ -
Wellsuite Online Health Tools:				
OL-WPA-015 U	PWP™ Advantage Online Health Risk Assessments (one assessment per participant per year)	?	\$ 3.40	Rolled over
OL-WPA-015 U	PWP™ Advantage Online Health Risk Assessments (one assessment per participant per year)	3,000	\$ 3.40	\$ 10,200.00
OL-SHL-110	Guide to Healthy Living™ DVD streaming video	3,000	N/C	Included
OL-WHS-SHW	Online Behavioral Modification Programs by SelfHelpWorks	3,000	\$ 2.50	\$ 7,500.00
OL-ATM-018	Health Activity Tracker™ Online health activity tracking and incentive program.	3,000	\$ 1.00	\$ 3,000.00
OL-WNN-001	WellNotes® Monthly electronic health letter	3,000	\$ 1.50	\$ 4,500.00
OL-WLC-500	Online Wellness Center™ Online wellness library	3,000	\$ 1.00	\$ 3,000.00
	Subtotal			\$ 32,300.00
	Shipping - Paper Questionnaires	0		\$ -
	Investment Total			\$ 32,300.00
* Vertical Enterprise Unit (VEU) allows you to uniquely identify a group and assign programs specific to that group.				