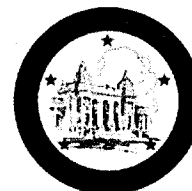


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.23  
(ID # 11363)

**MEETING DATE:**

Tuesday, January 28, 2020

**FROM:** HUMAN RESOURCES:

**SUBJECT:** HUMAN RESOURCES: Approval of the Professional Services Agreement with Ventiv Technology Inc. for Proprietary Integrated Risk Management Solution without Seeking Competitive Bids for Five Years, All Districts. [Total Cost - \$590,425; up to \$59,042 in additional compensation] [Source of Funds - 100% Workers' Compensation and General Liability Funds.]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Services Agreement with Ventiv Technology Inc. for proprietary Integrated Claims Management Solution without seeking competitive bids for a maximum contract amount of \$590,425 over a five-year period, and authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten (10) percent of the total amount of the contract.

**ACTION:**Policy

*Brenda Diederichs*  
Brenda Diederichs, Assistant CEO / Human Resources Director 12/30/2019

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 28, 2020  
xc: HR

Kecia R. Harper  
Clerk of the Board

By: *[Signature]*  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$153,340	\$101,409	\$590,425	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Workers' Compensation and General Liability Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 – 22/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Human Resources Department uses Ventiv Technology (iVOS) software to track and manage County general liability and workers' compensation claims.

To improve the County's ability to control risk, the Human Resources Department is requesting approval to enhance the current Ventiv Technology by adding the Integrated Claims Management Solution (IRM) software to assist in the management of over 2,400 claims that the Risk Management Division and Workers' Compensation Division receive on an annual basis. This IRM software will allow the County to move to an electronic claims intake and incident notification system that will enable the delivery of accurate, comprehensive data from the field in an expedited manner. The IRM technology upgrade will allow users to upload photos, videos, audio files, and other vital incident data into the claims system "real time" from the field by staff via smartphone or tablet. This technology will also use GPS to "pin" the exact location(s) of the incident onto a map.

The contract with Ventiv for the IRM will integrate claim and incident information and allow loss prevention staff and County management to use data analytics to minimize risk by identifying loss trends to ensure the health and safety of County employees. This seamless integration will allow the County to maximize the investment that has already been made with Ventiv.

**Impact on Residents and Businesses**

Enhancements of the existing claim software system will assist in a proactive approach to reduce future claims costs and liabilities. Such reductions in claim costs will increase the availability of county funds for the general benefit of county residents.

**Additional Fiscal Information**

Annual fees will increase each year during the Initial Term and any Renewal Term at an amount of five percent (5%). The table below indicates what that the total annual fees will be in Years 1, 2, 3, 4 and 5.

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

Year	Non-Recurring Fees Payable	Annual Recurring Fees Payable	Total Fees Payable
Year 1	\$56,760	\$96,580	\$153,340
Year 2			\$101,409
Year 3			\$106,479
Year 4			\$111,803
Year 5			\$117,394

**Contract History and Price Reasonableness**

The County has been using Ventiv's proprietary claims software (iVos) for more than 10 years, as per Board approval on March 17, 2009 (Item 3.34). In December of 2018, (Item 3.33) the Claims Solutions Maintenance Agreement was extended based on the RFP process conducted by Los Angeles County. Ventiv's Integrated Risk Management solution is a module in Ventiv's enterprise products. Ventiv's modular enterprise solutions have enabled the County to scale up the solution to meet the need for more technology to assist in loss prevention efforts. Through the process of identifying requirements and reviewing contract overlap for other services, the solution was negotiated down from \$1,047,485 to \$590,425; saving the County \$457,060 for the contract term.

**ATTACHMENTS:**

- ATTACHMENT A. Five year Professional Services Agreement with Ventiv Technology, Inc.
- ATTACHMENT B. Ventiv Approved H-11 Form 2019
- ATTACHMENT C. Ventiv Sole Source Justification Request

  
Teresa Summers, Director of Purchasing 1/16/2020

  
Gregory H. Priamos, Director County Counsel 1/20/2020

  
Jim Smith, Chief Technology Officer 1/16/2020



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** Ventiv Technology Inc  
**Fulfillment Address** CCorp - Services ACHAcct#\*6212:  
 (preferred)  
 Accounting Dept Mail Stop 12-15  
 200 E Randolph St  
 Chicago, IL 60601 US  
**Vendor Phone** +1 312-381-4131

**Distribution**

The system will distribute purchase orders using the method(s) indicated below:

Custom Vendor Distribution selected

Email (HTML Body): adefever@rivco.org

Contract

**Background Information**

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ#

**If selected "yes", was the request approved for a different project?**

**Purchase Details**

**1. Supply/Service being requested:**

Integrated Risk management Software as a Service

**2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

- a. Daily claim and County Organization structure load from iVos (Ventiv's property claims solution)
- b. Incident digital intake with seamless integration with Ventiv's claims solution
- c. Safety Management for incidents, investigations, root cause, and action items.
- d. Improved and simplified evaluation, mitigation and monitoring of County Risk with analytics, data-discovery and reporting capabilities.

**All Costs**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all

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

- a. The daily claim load will allow the County to understand incidents as they are happening. Using Ventiv's technology will ensure continuity with upgrades and changes as the technology changes in Ventiv's claim solution.
- b. Incident digital intake will allow real time reporting of incidents, accidents and critical events.
- c. Safety management will help the county identify root causes for incidents allowing us to understand incidents, accidents and critical events from a new perspective.
- d. Data will be improved and defined allowing the County to understand their incidents a little better.

**4. Period of Performance**      01/01/2020  
**From:**

**Period of Performance To:**      12/31/2024

**Is this an annually renewable contract or is it fixed term?**  
 Annually Renewable

**5. Price Reasonableness:**

The solution allows us to add to the investment we have already made in our automated claims solution.

Projected Board of Supervisor    1/7/2020

Date (if applicable):

**Commodity Code**                      20938

one time costs associated with this project in the table below.

**Insert** all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Setup Deployment and Consulting - Non-Recurring Fees	56,760.00
1st year Annual subscription 1/1/2020 12/31/2020	96,580.00

**Enter** all ongoing costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains.

FY	FY20-21 \$101,409.00
FY	FY21-22 \$106,479.00
FY	FY22-23 \$111,803.00
FY	FY23-24 \$117,394.00
FY	

Additional FY Cost

**Describe** all ongoing costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Non-Recurring Fees (Setup and Consulting), Annual Recurring Fees for Subscription, Data Services & Storage, Customer Support and Managed Service Hours (based on 58 hours/year) excluding travel and expenses. Estimated Travel & Expenses to be billed as incurred.

Contract Total - \$590,425.00

**All Costs Total:                              153,340.00**

**Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other



Board Policy H-11 requires that all technology equipment, systems, software/hardware, services or renewals shall be submitted to RCIT for review prior to purchase. The review process of IT purchases throughout the county will provide opportunities to combine purchases for deeper discounts, and allow potential sharing of systems' knowledge to help other departments.

**Supplier Details**

**Vendor** Ventiv Technology Inc  
**Fulfillment Address** CCorp - Services ACHAcct#\*6212:  
 (preferred)  
 Accounting Dept Mail Stop 12-15  
 200 E Randolph St  
 Chicago, IL 60601 US  
**Vendor Phone** +1 312-381-4131

**Distribution**

The system will distribute purchase orders using the method(s) indicated below:  
 Check this box to customize order distribution information.

**Department Information**

**Requester Information**

**Department/Agency** Human Resources (HRARC)  
**Primary Contact Person** Frank Leonard  
**Primary Contact Phone Number** (951) 955-3672  
**Alternate Contact Person**  
**Alternate Contact Phone Number**  
**Target Board of Supervisors Date** 12/17/2019

**Describe Purchase**

**Project Name** Ventiv Integrated Claims Management Solution  
**Purchase Request Type** New Equipment/Services  
**Are you Purchasing from RCIT Standards?** Yes  
**Describe Requested Purchase** Integrated Risk Management Software/License to remotely access and use the System located on the Ventiv Server.

**Business Needs**

**Business Needs Addressed**  
 a. The daily claim load will allow the County to understand incidents as they are happening. Using Ventiv's technology will ensure continuity with upgrades and changes as the technology changes in Ventiv's claim solution. b. Incident digital intake will allow real time reporting of incidents, accidents and critical events. c. Safety management will help the county identify root causes for incidents allowing us to understand incidents, accidents and critical events from a new perspective. d. Data will be improved and defined allowing the County to understand their incidents a little better.  
**Are there county systems that provide same/similar functionality?** No  
**Which systems are the same/similar?**  
**Business Criticality** Run the business, Grow the business  
**Business Impact** Support current operations, Improve customer Service, Improve Operational Efficiencies

**Term Information**

**Term Information**

**Project/Contract Start Date** 1/1/2020  
**Project/Contract End Date** 12/31/2024  
 Contract  
**Is this a Multi Year Contract?** Yes  
**Length of Contract** 5 years  
**Special Terms and Conditions** FY 19/20 - \$153,340 FY 20/21 - 101,409 FY 21/22 - 106,479 FY 22/23 - 111,803 FY 23/24 - 117,394  
**Transaction** Purchase

**CURRENT COST ITEMIZATION (Include All year 1 Cost)**

Item Description	Product Type	Tax	Total Year 1 Cost	
<b>Description</b> Set-Up and Consulting <b>Commodity Code</b> 96258	Purchase Professional Services	Taxable * Tax	<b>Total Cost</b> <b>Unit Price</b> 153,340.00	<b>Quantity</b> 1
			<b>Total Year 1 Cost Total:</b>	<b>153,340.00</b>

**ANNUAL COST**

Annual Item Description	Payment Type	Term (in Years)	Payment Amount	Total Annual Payments
<b>Description</b> Ongoing Costs (Annual)	Payment Type	Term 5	Payment Amount 437,085	Total Annual Payments 5

**Supporting Documentation**

**Description of Attachments included with this form**

Description of Attachments Integrated Risk Management Agreement and revisions  
 Internal Attachments

**Total 153,340.00**

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**INTEGRATED CLAIMS MANAGEMENT SOLUTION**

**between**

**COUNTY OF RIVERSIDE**

**and**

**VENTIV TECHNOLOGY, INC.**





**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	
2. Period of Performance.....	
3. Compensation.....	
4. Alteration or Changes to the Agreement .....	
5. Termination .....	
6. Ownership/Use of Contract Materials and Products .....	
7. Conduct of Contractor.....	
8. Inspection of Service: Quality Control/Assurance .....	
9. Independent Contractor/Employment Eligibility .....	
10. Subcontract for Work or Services .....	
11. Disputes .....	
12. Licensing and Permits .....	
13. Use by Other Political Entities .....	
14. Non-Discrimination .....	
15. Records and Documents .....	
16. Confidentiality .....	
17. Administration/Contract Liaison .....	
18. Notices.....	
19. Force Majeure.....	
20. EDD Reporting Requirements.....	
21. Hold Harmless/Indemnification .....	
22. Insurance .....	
23. General .....	
- Schedule A to the Software as a Service Agreement .....	
Schedule B to the Software as a Service Agreement .....	
Schedule C to the Software as a Service Agreement .....	
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between VENTIV TECHNOLOGY, INC, a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

## 1. LICENSE GRANT & LIMITATIONS.

**1.1 License Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to, payment by Customer of the applicable fees set forth on the Order Form, Ventiv grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 15.4 of the Terms and Conditions) license, without the right to sublicense (except as permitted under Section 3.2 below), to remotely access and use the System that is located on the Ventiv Server in accordance with the terms of this Agreement for the length of the Term solely for Customer's internal business purposes. Use of the System is limited to employees of Customer for whom Ventiv has received notification and those parties specifically authorized in Section 3.2 below, such notification provided when requesting passwords for such users. Use of the System is further limited to the number of users designated in the Order Form. Users may be divided into user type describing the level of access granted to such user (such access rights detailed in Schedule A); users may not exceed the access granted to them by the user type they have been assigned. Ventiv authorizes Customer to use, copy and distribute Ventiv Content provided that (1) the use and distribution of Ventiv Content is limited to Customer, its representatives, and/or its clients, and (2) all copies of Ventiv Content will retain all copyright or proprietary notices. Any other use or distribution of Ventiv Content, unless authorized in writing by Ventiv, is prohibited.

### 1.2 Other Authorized Users.

(a) *Third-Party Vendors.* Ventiv acknowledges and agrees that Customer may use certain third-party vendors for purposes of performing some of Customer's internal business processes ("**Third-Party Vendors**"). Customer may allow its Third-Party Vendors (other than Ventiv's direct competitors) to access and use the System subject to the terms and conditions of this Agreement solely for Customer's internal business processing services, subject to the following conditions: (i) Customer agrees to be fully responsible for all use of the System by its Third-Party Vendors; (ii) Customer will ensure compliance by Third-Party Vendors of the terms and conditions of this Agreement, including without limitation, Section 6 of this Agreement (Confidential Information); (iii) Customer will notify Ventiv of any such Third-Party Vendors (such notification provided when requesting passwords for such Third Party Vendors) and will ensure that each such Third-Party Vendor uses its own unique password as detailed in Section 4 below; and (iv) upon termination of its relationship with such Third-Party Vendors or of this Agreement, Customer will ensure that all access to the System by such Third-Party Vendors ceases immediately.

### 1.3 Limitations.

(a) *Use Restrictions.* Unless otherwise expressly authorized in this Agreement, Customer will not, and will ensure that its end-users will not: (i) modify, adapt, alter, translate, or create derivative works from the System; (ii) merge the System (or any part thereof) with any other software, products or services (other than Ventiv-provided interfaces); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the System (or any part thereof) or any other associated products and services to any third

party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the System (or any part thereof); (v) use the System (or any part thereof) to provide any facility management, service bureau or similar services to third parties, permit third parties to remotely access and use the System (or any part thereof) or use the System (or any part thereof) to develop a product line that is similar to the Software or System; (vi) publish or share with any third party any results of any benchmark or performance tests run on the System (or any part thereof); (vii) otherwise use or copy the System (or any part thereof) except as expressly allowed under this Agreement or (viii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the System (or any part thereof).

(b) *Unauthorized Actions.* In addition, Customer agrees that it will not use the System to take any action that: (i) violates any applicable law or regulation or is legally libelous, defamatory, indecent, obscene or pornographic; (ii) would violate copyright, trademark, trade secret or other property right of any third party; (iii) involves the addition, removal or modification of identifying network header information in an effort to deceive; (iv) uses the System to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Ventiv's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in access to or the corruption or loss of data; (v) uses the System to collect, or attempt to collect, personal information about third parties without their valid consent.

(c) *Removal of Files.* Ventiv reserves the right to remove from the Ventiv Server(s) any files that may damage the System or any files that are in violation of Section 3.3(b), provided that Ventiv agrees to give Customer written notice within two (2) Business Days after removing such files. The removed files will be placed in a temporary quarantined area until both parties mutually agree how to handle the files. Customer consents to such removal and waives any claim arising out of any such file removal.

(d) *Mapping functionality.* Ventiv obtains from selected mapping data source(s) (e.g. ESRI, USGS, AccuWeather, etc.) geographic, hazard and weather mapping data that provides a basis for the mapping of client information in relation to these sources. Neither Ventiv, nor these source systems, their affiliates nor any third-party licensor will have any liability for the accuracy or completeness of the information in the source content or for delays, interruptions or omissions therein. Access to the mapping data source(s) content is subject to termination in the event that any agreement between Ventiv and the mapping data source(s) is terminated in accordance with its terms.

**1.4 Additional Software.** To the extent Customer wishes to purchase additional Ventiv software products other than that set forth in Schedule A, Customer and Ventiv will execute an Order Form to purchase such additional software.

**1.5 Proprietary Rights.** As between the parties, and subject to the terms and conditions of this Agreement and the applicable Statement of Work, Ventiv and its third-party suppliers will retain ownership of all Intellectual Property Rights in the System, and any and all Derivative Works made to the System or any part thereof, as well as all Work Product provided to Customer ("**Ventiv Proprietary Technology**"). Customer acquires no rights to Ventiv Proprietary Technology except for the licensed interests granted under this Agreement or any SOW. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Ventiv or its employees or contractors during the course of performing work for Customer (excluding any Customer Data or Derivative Works thereof and excluding any output from the System generated by Customer's use of the System, including without limitation, reports, graphs, charts, modified Customer Data, etc., but expressly including any form templates of such reports, graphs or charts by themselves that do not include Customer Data). Customer also acknowledges that the Ventiv Proprietary

Technology contains Confidential Information belonging to Ventiv and its third-party suppliers, and that nothing herein gives Customer any right, title or interest in such Ventiv Proprietary Technology except as otherwise expressly set forth in this Agreement or in any SOW. Customer acknowledges and agrees that Ventiv may use, without restriction, all suggestions, improvements and ideas concerning any part of the System (including without limitation any Beta Versions as defined in Section 16 below) or Intellectual Property Rights therein that may be communicated to Ventiv by Customer. Customer agrees to inform Ventiv immediately of any infringement or other improper action with respect to Ventiv's Confidential Information, the System or the Intellectual Property Rights therein that comes to Customer's attention.

**1.6 Rights Reserved.** Title, ownership rights, and all Intellectual Property Rights in and to the System will remain the sole property of Ventiv or its suppliers. Customer acknowledges that the Software in source code form remains Confidential Information or a trade secret of Ventiv and/or its suppliers that the source code is not covered by any license hereunder and will not be provided by Ventiv. Except as set forth in this Agreement, no right or implied license or right of any kind is granted to Customer, regarding the System or any part thereof. Nothing in this Agreement confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Agreement. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

## **2. PASSWORDS.**

**2.1 Customer's Obligations.** Customer will be given all applicable passwords to use in connection with the System and will ensure that each user is given their own individual user ID and password, which may not be shared with another individual for any reason. Customer will be responsible for changing such passwords immediately upon first use of the System. Customer is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the Customer personnel accessing the System by means of an account established by Customer). Customer is responsible for all access to and use of the System through Customer's passwords.

**2.2 Unauthorized Access.** Ventiv is not responsible for any unauthorized access and/or use by any third party who independently gains access to Customer's instance of the Software on the System and/or related information, provided that such access is not caused or contributed to by Ventiv. Customer will notify Ventiv promptly of any unauthorized use of any user accounts or of any other breach of security occurring as a result of any activities of any of Customer's end-users or of any vulnerabilities that Customer believes are contained in or caused by the System such that Ventiv may take or recommend appropriate remedial measures. Ventiv will have no liability for any loss or damage arising from Customer's failure to comply with the provisions of this Section 2.

**2.3** Ventiv and Customer agree (a) to maintain and update an industry standard anti-virus program within their respective computer systems and (b) to use commercially reasonable efforts to check attachments to e-mail messages that a party receives before saving such attachments to their respective organization's hard drives or servers.

## **3. Description of Services**

**3.1** CONTRACTOR shall provide all services as outlined and specified in Attachment II , Statement of Work , and Schedule C , at the prices stated in Schedule B , Initial Order Form, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

**3.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**3.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Schedule B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**3.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**4. Period of Performance**

**4.1** This Agreement shall be effective upon signature of this Agreement by both parties and will continue through the end of the sixtieth (60) month thereafter, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**5. Compensation**

**5.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Schedule B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$153,340 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**5.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed five percent (5%) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**5.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Human Resources Department  
Accounts Payable  
P.O. Box 1569  
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number HRARC-20880-001-06/23; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**5.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**6. Alteration or Changes to the Agreement**

**6.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**6.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**7. Termination**

**7.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**7.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**7.3** After receipt of the notice of termination

- (a) If a software license granted under this Agreement terminates, the COUNTY shall cease using the applicable software product, software documentation, and related confidential information of CONTRACTOR. CONTRACTOR shall stop all work under this Agreement on the date specified in the notice of termination and further available support, updates, and upgrades may no longer be assured; and
- (b) CONTRACTOR shall transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**7.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**7.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**7.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a

debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

7.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **8. Ownership/Use of Contract Materials and Products**

8.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

8.2 Products. As between the parties, and subject to the terms and conditions of this Agreement and any applicable Scope of Work, CONTRACTOR and its suppliers shall retain ownership of all intellectual property rights in all software provided to the COUNTY (Contractor Proprietary Technology"). COUNTY acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Agreement or any Scope of Work.

8.3 COUNTY. The COUNTY is the sole and exclusive owner of all data and information provided to CONTRACTOR by or on behalf of the COUNTY for processing, and any and all updates or modifications thereto or derivatives thereof made by CONTRACTOR ("County Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. County Data will be the COUNTY'S confidential information under this Agreement. CONTRACTOR shall not use County Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. CONTRACTOR shall not possess or assert any lien or other right against or to County Data.

8.4 Trademarks. Nothing in this Agreement shall grant any party any ownership interest, license, or other right to any other party's trade names, trademarks, or service marks.

## **9. CUSTOMER DATA AND SECURITY.**

9.1 **Customer Data Generally.** Customer is the sole and exclusive owner of all Customer Data and all Intellectual Property Rights in the foregoing, whether or not provided to any other party under this Agreement. Customer Data will be governed under this section of the Agreement. Ventiv will not use Customer Data for any purpose other than that of providing the Software or rendering the Services under this Agreement, nor sell, assign, lease, or dispose of Customer Data. Customer assumes full responsibility for its employees, vendors, representatives, agents, and its clients ("**Customer Representatives**") with respect to the transmission of Customer Data sent directly by Customer to Ventiv. Customer must ensure that all Customer Representatives provide such Customer Data to Ventiv via either an encryption process or a secure transport mechanism. Customer assumes full responsibility to safeguard against unauthorized access and provide

appropriate protection of its Customer Data prior to and during the transmission or transfer of its Customer Data to Ventiv. Customer and Ventiv acknowledge that the accuracy of delivering the Software and Services depends upon the accuracy and completeness of the Customer Data and/or business requirements needed to deliver the Software and Services by Ventiv. Customer accepts sole responsibility for errors in the Software or Services to the extent resulting from inaccurate or incomplete Customer Data supplied to Ventiv by Customer or Customer Representatives.

**9.2 Security Generally.** Ventiv represents and warrants that Ventiv, its partners, and/or its vendors, will maintain the Customer Data in a manner that conforms to applicable laws, utilizing generally accepted industry standard data management practices and no less than reasonable measures in the circumstances as it concerns environmental stability, data backup, backup frequency, media retention, data loss prevention, data/system security, and contingency plans/disaster recovery in accordance with the Information Security Protocols set forth below in Section 7.4. Access to Customer Data will be restricted to Ventiv employees who have been properly trained and instructed as to security and privacy policies, controls and procedures.

**9.3 Auditing Standards Report.** Upon written request from Customer, Ventiv will provide Customer with a copy of its current certification or attestation report(s) concerning Ventiv's operation of the System. For example, URAC HIPAA Security Accreditation, ISO27001:2013, or replacement standard, concerning Ventiv's operation of the System.

**9.4 Information Security Protocols.** Ventiv uses a layered approach to information security. Ventiv will use commercially reasonable efforts to maintain the security, integrity and availability of all Customer Data to which it has access, including but not limited to commercially reasonable efforts reflecting changing technological approaches, to comply with the following measures: (a) HIPAA Security Rule; (b) ISO 27001; (c) maintain a documented Information Security Program which includes annual risk assessment and management procedures; (d) maintain the principle of least privilege; (e) classify and handle all Customer data as confidential and apply the necessary security and controls to support HIPAA/HITECH Act compliance; (f) maintain commercially customary physical security and access controls for its data center(s); (g) maintain commercially customary network security controls including firewall and intrusion prevention solutions; (h) maintain commercially customary redundancy at the demark, network and system layers; (i) maintain commercially customary monitoring solutions to continually manage health and capacity of the IT infrastructure components; (j) provide data encryption in a commercially customary manner of all data transmissions; (k) require a minimum of 128-bit SSL encryption for application access and use; (l) maintain and update anti-virus program; (m) require individual user accounts and passwords for any access; (n) maintain strong password requirements for all Ventiv-managed accounts; (o) maintain generally acceptable user account management processes and procedures; (p) maintain industry accepted data protection program; (q) maintain whole disk encryption for all laptops; (r) deploy software security patches in accordance with generally accepted industry best practices; (s) maintain and periodically test (at least annually) a commercially customary disaster recovery plan that provides adequate system backup, technology replacement, and alternate (backup-site) site capabilities; (t) follow commercially customary hardening procedures for system/device builds; (u) conduct ongoing vulnerability management through the use of commercially customary tools; (v) conduct periodic (at least annually) third party vulnerability assessments; (w) follow Open Web Application Security Project (OWASP) methodologies, guidelines and techniques for application development; (x) follow commercially customary change and release management practices for hardware and software changes; (y) follow commercially customary asset sanitization procedures to ensure decommissioned equipment is free of any and all Customer Data; (z) maintain Customer Data security using commercially customary database and application controls; (aa) notify Customer of any unauthorized access to Customer



Data promptly upon confirmed discovery; and (bb) maintain at least one certification or attestation covered in Section 7.3 above or replacement standard on security practices from a nationally or globally recognized provider of such reports.

**9.5 Operational Metrics.** From time to time, Ventiv may collect and process technical and related information about Customer's use of the Software and System (which may include, without limitation, ingest volume, search concurrency, number of unique user logins, Internet protocol address, session duration and other similar data) and certain aggregated, anonymized data about the Software and Services or platform environment and configuration and use such information to support and troubleshoot issues, invoice, analyze trends and improve the Software and Services.

## **10. Conduct of Contractor**

**10.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**10.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**10.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## **11. Inspection of Service; Quality Control/Assurance**

**11.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**11.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **12. Independent Contractor/Employment Eligibility**

**12.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**12.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**12.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**12.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**12.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**12.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**13. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**14. Disputes**

**14.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**14.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**15. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**16. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**17. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**18. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**19. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**19.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**19.3** The CONTRACTOR is subject to and shall operate in compliance with 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 related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**20. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**21. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: Purchasing Agent  
Accounting Dept. Mail Stop 12-15  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Ventiv Technology, Inc.  
3350 Riverwood Parkway  
Suite 2000, 20th Floor  
Atlanta, GA 30339

**22. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**23. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or

to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**24. Hold Harmless/Indemnification**

**24.1** 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**24.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 Indemnitees as set forth herein.

**24.3** CONTRACTOR'S 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.

**24.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**25. MAXIMUM LIABILITY.** EXCEPT FOR (I) THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT OR IN AN SOW, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER SECTIONS 6 (OTHER THAN DATA BREACHES), 11.1 AND 11.2, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THREE TIMES THE ACTUAL FEES RECEIVED BY VENTIV UNDER THIS AGREEMENT FOR THE PORTION OF THE SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE PREVIOUS TWELVE MONTH PERIOD.

**26. Insurance**

**26.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits

not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such

effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**F. Insurance Requirements for IT Contractor Services:** CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

## **27. General**

**27.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**27.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**27.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**27.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**27.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**27.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**27.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**27.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**27.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**27.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

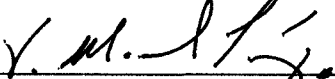
**27.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



27.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. With the exception of Attachment I (HIPAA Business Associate Agreement), in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any attached schedules, purchase order or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
V. Manuel Perez, Chairman  
Board of Supervisors

Dated: JAN 28 2020

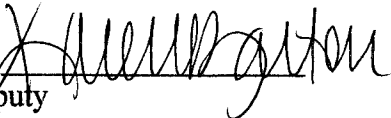
VENTIV TECHNOLOGY INC.

By:   
David J. Evans  
Senior Corporate Counsel

Dated: 1/13/20

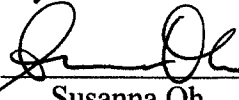
ATTEST:

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**Schedule A to the Software as a Service Agreement****Software Description (Ventiv IRM and Ventiv Digital)**

As used in this Schedule A, "Customer" shall mean the County of Riverside.

The Software being provided to Customer is the Ventiv IRM product that includes a number of different modules. Parts I & II below includes a description of each module within the Software that the Customer will have a right to access within the System based on the Fees set forth in the Order Form. Parts III below describes the different user types and the level of access granted to each type of user. The Order Form will designate what type of users the Customer has purchased.

**I. Ventiv Integrated Risk Management® Modules Available for Order by Customer****Summary Exposure Values**

Operational Summary exposure data can be captured, tracked and summarised at any level within the organisational hierarchy (division, region, district, community, etc.). This data can be updated via systematic data loads, manually entered by end-users, or by utilising our unique spreadsheet update functionality. This information can be used to assist in the renewal process as well as be used as an internal benchmark for reports (revenues, hours worked, sales, employee concentration, etc.).

**Occurrence Module**

Advance's Occurrence Module relates all claims associated with an event or accident. Ventiv IRM has a flag on the claim record that denotes if a claim is the lead claim for the occurrence. There may only be one lead claim on the occurrence. This allows for reporting at an occurrence or claim level.

**Claims Management Module**

Ventiv IRM's Claims Module is a comprehensive claims management system for managing the life cycle of a claim from pre-loss incident through claim closure and settlement with full status and financial audit of the process. Claim/incident records as well as corresponding fields can be viewed, edited, created, or deleted as dictated by security privileges assigned to the user. Field level security can be further restricted to protect sensitive information from being displayed or edited as necessary. Users can record all status value changes, financial reserving and settlement information with transaction support for payments. Provisions are provided for tracking/recording all loss descriptor information such as cause, nature and body part for Safety/Loss Control purposes. Occurrence support is provided for linking multiple claims associated with an event or accident. Ventiv IRM has a flag on the claim record that denotes if a claim is the lead claim for the occurrence. There may only be one lead claim on the occurrence. This allows for reporting at an occurrence or claim level. The Claims Module also includes support for claim notes, diary tasks and file attachments. Claim information can be linked to other information being tracked in Ventiv IRM, i.e. contacts, properties, fleet, etc.

**Full Employee Module**

The Employee Module allows for tracking of employee details including name, address, birth date, wage information, etc. In cases of single sign-on to Ventiv IRM, the employee file is also used to create and maintain user login security within Ventiv IRM.

**Litigation Module**

The Litigation Module (Matter Management module) guides an organisation's internal legal staff in managing financial data, matters and documents in one secured system. The module tracks legal actions brought against a company including docket details, allegations, attorney, diary information and litigation-specific financials allowing you to strategically manage your legal matters with greater insight into performance, expenses and risk. Litigation information can be linked with incident, claim, safety, policy and exposure information to provide a single comprehensive environment for data management, risk analysis and risk reporting.

**Property Management Module** (NOTE: *If you have Property Recommendation or Full Property, then delete this section*)

The Property Module is a comprehensive property management system that captures all COPE (construction, occupancy, protection, exposure) information and detailed financial information. Ventiv IRM's property module pushes the data collection responsibility to field users who are most knowledgeable of their exposures and enables them to update their location information at any time.

**Full Property Module** (NOTE: *If you have Property Management, then delete this section*)

The Full Property Module is a comprehensive property management system that captures all COPE (construction, occupancy, protection, exposure) information, detailed financial information, surveys and recommendation information. Ventiv IRM's property module pushes the data collection responsibility to field users who are most knowledgeable of their exposures and enables them to update their location information at any time.

**Mapping Module**

The Mapping Module (Esri Maps for IBM Cognos) is an optional enhancement to the business intelligence application that allows customers to access interactive maps that have been built for specific Cognos reports. A set of standard reports will be deployed to Customer as part of the Mapping Module. Standard reports are accessible through a Business Intelligence link that appears under the Reporting menu option. Additional optional data layers are also available for purchase on a per layer basis. Pricing for these additional data layers can be obtained through your Account Manager.

**Environmental Module** (NOTE: *Must have one of the Property modules to have this*)

Ventiv IRM's environmental module tracks and warehouses environmental, legal, and insurance documents associated with individual properties and portfolios. Key attributes include: real-time access to environmental coverage, enhancements, deductibles, limits, and property claim history.

**Renewal Module** (NOTE: *Must have one of the Property modules to have this*)

The renewal module allows customers to collect information commonly requested by underwriters from users in the/or related to the annual renewal of that insurance program. The module includes an extensive set of questions that have been commonly identified to be required to renew a casualty or property program. ***The module will only include these standard questions unless the customer has designated a different set of questions in Appendix A to the Statement of Work.***

**Policy Management Module**

Ventiv IRM's Policy Management Module provides the ability to track policies and understand the premium spending, coverage afforded (deductibles and limits) and identify the insurers providing the coverage. Customer also has the ability to manage all the aspects of the policy structure including:

- ❑ Policy header- basic policy details including period of policy, policy description, premium and any policy level limits or aggregates.
- ❑ Policy sections- identify coverages involved with respective deductible, limits and portion of Organisation covered.
- ❑ Policy participants- insurers and optionally re-insurers involved and their respective share of the coverage.
- ❑ Policy variations- identify variances in coverage within a section.
- ❑ Combined Limits- identify any combined limits between policies.

The following standard capabilities are available for use as needed:

- ❑ Program/Layer Support: the Customer can define their programs and layers so that the physical policies in place can be viewed in relation to the Customers program structure.
- ❑ Premium Payments: track the premium payments for the policy.
- ❑ Claim Link: Use the Policy details to identify insurance coverage on a claim, with a specific link from the Claim to Policy and establishing the deductible and limits applicable to the Claim per the Policy definition.
- ❑ Policy Performance: Manage the performance of the Policy in terms of the aggregate claim financials, loss ratio and managing of basic aggregates. Note this capability is limited to the Claims connected to the Policy and does not cater for linked Policies in the program (see Risk Financing module for expanded capabilities).

### **Premium Calculation / Allocation**

Ventiv IRM's Allocation Module will allow Customer to calculate and/or allocate premium across coverages and organisations within Ventiv IRM. With respect to Allocation, the global amount of premium is always known and recorded at the policy level. Ventiv IRM will be used to split this global amount across the coverage and the organisation. In the Calculation model, Ventiv IRM will calculate all detailed premiums and, once summarised, will provide the global amount of premium by policy. A data process will be scheduled to run on a specified time interval to calculate and/or allocate the premium.

### **Insurer Ratings Module**

The Insurer Ratings Module consolidates rating data from multiple sources (S&P, AM Best, and Ventiv MARS) and provides those ratings per the client's active insurers. Customer has view access only to the Insurer Ratings information.

### **Contract Module**

Ventiv IRM's Contract Module allows for tracking contractual relationships including contract number, vendor names, addresses, contract detail, contract period, contract value, contract type, etc. This module can automatically remind Customer of contract expirations, new contracts entered and reminders associated with contracts. This module can also house contract attachments including version control.

**Fleet Module**

The Ventiv IRM Fleet and Driver Module provides a tool to consolidate all fleet details (VIN #, Make, Model, Type, etc...) into one central repository for management. Many clients use the Fleet Module to manage complete maintenance and repair schedules for their entire fleet. A specific VIN can be tied to one or multiple drivers, and then be associated to a claim, providing the ability to search for a VIN, and see all associated drivers and claims to that particular vehicle, with the click of one button.

**Risk Register Basic**

Ventiv Technology has developed the Risk Register module in Ventiv IRM, offering a sophisticated alternative to a spreadsheet approach, while being less expensive and resource-intensive than a dedicated enterprise risk management solution. It is simple and clear, scalable, easily accessible and flexible, providing "heat map" analysis of the risks you face. It allows clients to track the risks associated with the organisation's business and rank the likelihood and financial impact of these risks.

**Risk Register Enhanced**

The enhanced module includes the functionality available in the Risk Register Basic module and also includes the ability to track risk controls and associated actions used in managing these risks.

**Claims Financial Allocation**

The Claim Financial Allocation module reduces the administrative burden by automating the allocation of claim financials at transaction level to program participants. Allowing accurate and real-time erosion of your organisation's policies limits to enable better management decisions and reserving for potential losses. Supporting the generation of bordereaux and reinsurance recoveries reports with options by each participating insurer on paid, outstanding reserves, recoveries, subrogation income, by claim, year, single line of business or across all lines of business.

**Clinical Trial Management Module**

The workflow around the certificate forms and notifications will be defined with Customer. The certificates will utilize the word/mail merge functionality of Ventiv IRM.

**II. Ventiv Digital**

The incident intake forms tool for incidents known as Ventiv Digital will allow Customer to Ventiv Digital data with this reporting tool as further described in the Statement of Work (“Ventiv Digital”).

**III. User Types & Access Rights**

Functionality	IRM	View Only	Fields Users	Full Users	Power Users	System Administrator
	<b>Number of Users</b>	<b>0</b>	<b>20</b>	<b>2</b>	<b>1</b>	<b>1</b>
View Records	✓	✓	✓	✓	✓	
Print & E-mail individual records	✓	✓	✓	✓	✓	
Parameterised Advance Queries (Quick Search)	✓	✓	✓	✓	✓	
View IRM Dashboards	✓	✓	✓	✓	✓	
View Queries, Reports & Analytic Dashboards	✓	✓	✓	✓	✓	
Download queries & reports to Excel	✓	✓	✓	✓	✓	
Drill-down from report to record	✓	✓	✓	✓	✓	
Add & Edit Records	✓	✓	✓	✓	✓	
Delete Records	✓	✓	✓	✓	✓	
Add Attachments/Notes/Diary to Records	✓	✓	✓	✓	✓	
Use Mail Merge Templates	✓	✓	✓	✓	✓	
Create Mail Merge Templates	✓	✓	✓	✓	✓	
Create/Update IRM Dashboards	✓	✓	✓	✓	✓	
Run & schedule report templates (standard or custom)	✓	✓	✓	✓	✓	
Advance Query (create, update, delete)	✓	✓	✓	✓	✓	
Spreadsheet Import & Update	✓	✓	✓	✓	✓	
Workflow Automation (Record & Period)	✓	✓	✓	✓	✓	
Create & Update Reports (Standard)	✓	✓	✓	✓	✓	
Create & Update Analytic Dashboards (with Data Discovery)	✓	✓	✓	✓	✓	
COGNOS Excel Upload	✓	✓	✓	✓	✓	
Administer users & groups	✓	✓	✓	✓	✓	
Manage lookup values & location hierarchy	✓	✓	✓	✓	✓	

\* View user is a restricted Full User

Functionality	Digital	Anonymous Users	Light Users	Full Users	Digital Task Manager	Digital Administrator
	<b>Number of Users</b>	<b>Managed per submissions</b>			<b>2</b>	<b>1</b>
Task Completion (via link)	✓	✓	✓	✓	✓	
Task Dashboard	✓	✓	✓	✓	✓	

Task Management				✓	✓
Campaign Management				✓	✓
Form Administration					✓
User Administration					✓

**Schedule B to the Software as a Service Agreement**

**Initial Order Form (Ventiv IRM and Ventiv Digital)**

As used in this Schedule B, "Customer" shall mean the County of Riverside.

- I. **Initial Term.** The Initial Term of this Initial Order Form will commence on the Effective Date and continue through the end of the sixtieth(60) month thereafter.
- II. **Software Modules.** Ventiv licenses the selected Software modules indicated below to Customer in accordance with the terms and conditions of the Agreement.

<b>Ventiv IRM and Digital</b>			
<b>Ventiv IRM (Integrated Risk Management)</b>		<b>Ventiv Digital</b>	
<input checked="" type="checkbox"/>	Core Pkg. (Organization, Exposures, Contacts, Content)	<input checked="" type="checkbox"/>	Ventiv Digital – up to 3 intake forms (1 language)
<input type="checkbox"/>	Standard Risk Pkg. (Claims, Policy, Property)	<input checked="" type="checkbox"/>	- WC (Combine forms 674 & 5020)
<input type="checkbox"/>	Claims Management	<input checked="" type="checkbox"/>	- GL (Combine forms 942 6 & 943)
<input type="checkbox"/>	Renewal Values Collection	<input checked="" type="checkbox"/>	- To Be Determined
<input type="checkbox"/>	Renewal Questionnaire	<input type="checkbox"/>	Mobile Application – Apple iOS
<input type="checkbox"/>	ERM Standard	<input type="checkbox"/>	Mobile Application – Android
<input type="checkbox"/>	ERM Enterprise	<b>Analytics</b>	
<input checked="" type="checkbox"/>	Safety Management (Incidents, Investigations, Root Cause, Action Items & Training Tracking)	<input checked="" type="checkbox"/>	Reporting Intelligence, Including Embedded Dashboards and Ad Hoc Reporting
<input type="checkbox"/>	Audit Management	<input checked="" type="checkbox"/>	Data Discovery
		<input type="checkbox"/>	COGNOS Exploration Analytics
		<input type="checkbox"/>	COGNOS Excel Upload
		<input type="checkbox"/>	Geospatial Analytics
		<input type="checkbox"/>	Report Designer Professional

- III. **Number of Users/User Types.** Customer's license to the Software is limited to the following number of users and user types:

Type of User*	# of Users	Cost for Additional Users
IRM Field Users	<b>20</b>	<b>Then current rates</b>
IRM Full Users	<b>2</b>	<b>Then current rates</b>
IRM Power Users	<b>1</b>	<b>Then current rates</b>
IRM Administrator	<b>1</b>	<b>Then current rates</b>
Digital Light Entry Users	<b>Unlimited</b>	
Digital Task Managers	<b>2</b>	<b>Then current rates</b>
Digital Administrator	<b>1</b>	<b>Then current rates</b>

\* User types are described in Part II of Schedule A

- IV. **One Time and Ongoing Data Loads.** Ventiv will provide the following ongoing production data loads on the frequency described below:



Module	Data Received From	File Type	Frequency	Data Load Type
Hierarchy/Organization	iVOS	Standard (Local SQL Server)	Monthly	Snapshot
Claims	iVOS	Standard (Local SQL Server)	Daily	Snapshot

V. **Fees.** Ventiv will invoice and Customer will pay the following Fees per Payment Schedule in Section IX below:

A. **Non-recurring Fees** - Estimated one-time fees comprised of the following:

i. **Setup/Deployment:** \$14,080

Includes services hours estimated in the SOW for the following setup/deployment services:

- o Project Management
- o Business Analyst General Services; Base installation, Conversion tasks, base setup, interfaces, Report Analysis
- o Business Analyst Hours Configuration services
- o Report Development services

*Resources for project management and implementation support vary based on the project requirements*

The pricing estimate is based upon an estimated number of 64 hours. Additional implementation costs will be invoiced on a monthly basis, at the then current rate, as incurred.

ii. **Consulting:** \$42,680

1. Data Conversion
2. Training

The pricing estimate is based upon an estimated number of 194 hours. Additional implementation costs will be invoiced on a monthly basis, at the then current rate, as incurred.

**Total Non-Recurring Fees: \$56,760**

B. **Annual Subscription Fees** – Comprised of the following:

i. **Subscription Fee:** \$96,580

ii. **Data Services and Data Storage:** 100 GB of data storage is included during the Initial Term. Data Storage requirements shall be reviewed annually, and additional storage will be charged at the then-current rate. Ventiv reserve the right to monitor and enforce subscription plan limits and restrictions, including, but not limited to, the right to charge for overages

iii. **Customer Support**

iv. **Managed Service Hours** (based on 58 hours per year), excluding travel and expenses.

**Total Annual Recurring Fees: \$96,580**

C. **Estimated Travel & Expenses.** To be billed as incurred

D. **Additional Fees.**

- Additional Setup/Deployment Services are available at Ventiv’s then-current hourly or block hour rates.
- Additional hours for Customer Support Services are available at Ventiv’s then-current hourly or block hour rates.
- Additional Training Services available at Ventiv’s then-current hourly or block hour rates.
- Additional Managed Service Hours are available at then current hourly or block hour rates.
- Additional travel and expense costs associated with such additional services will be billed as incurred.
- Annual stewardship meeting at Customer’s site available for then current hourly rates, plus travel and expenses.
- Customer Conference Attendee Fee is current annual rate per attendee (not including travel and expenses)

**VI. Setup Services.** The Statement of Work set forth in Attachment 1 to this Agreement describes the Setup Services to be provided by Ventiv to Customer under this Agreement.

**VII. Managed Service Hours.** Customer will receive **58** Managed Service Hours on an annual basis.

**VIII. Payment Schedule.**

**A. Annual Subscription Fees.** Ventiv will invoice Customer for the Annual Subscription Fees upon the Effective Date and annually thereafter on the anniversary of the Effective Date as outlined in the table below in Section IX.

**B. Non-Recurring Fees.** Ventiv will invoice Customer for the non-recurring Fees on the Effective Date as outlined in the table below in Section IX.

**C. Travel & Expenses.** Ventiv will invoice Customer for all travel and expense costs on a monthly basis as incurred.

**IX. Total Fees per Year to be Paid as of Effective Date**

Each of the annual fees listed above will increase each year during the Initial Term and any Renewal Term at an amount of five percent (5%). The table below indicates what that the total annual fees will be in Years 1, 2, 3, 4 and 5.

<b>Year</b>	<b>Non-Recurring Fees Payable</b>	<b>Annual Recurring Fees Payable</b>	<b>Total Fees Payable</b>
Year 1	\$56,760	\$96,580	\$153,340
Year 2			\$101,409
Year 3			\$106,479
Year 4			\$111,803
Year 5			\$117,394

**X. Fees for Modules Not Purchased**

Customer has not purchased the modules under Section II above that are unchecked. Customer may purchase any of these unchecked modules after the Effective Date at the then current price sheet.

Schedule C to the Software as a Service AgreementSupport Schedule and Service Levels (SaaS Model)1. Definitions.

“**Business Hours**” means the hours of 8:00am to 9:00pm Eastern Time on all Business Days.

“**Customer’s Support Contacts**” has the meaning set forth in Section 6 of this Schedule C.

“**Error**” means a material failure of the applicable Software to conform to the functional specifications described in its Documentation.

“**Error Corrections**” means any modification, workaround, or routine intended to correct the practical adverse effect of an Error.

“**Excusable Downtime**” means the total minutes in the Measurement Window during which the Software or the Hosting Environment (as applicable) was not available due to (a) any negligent or wrongful act or omission by Customer or its users; (b) any negligent or wrongful act or omission by Third-Party Vendors; or (c) any force majeure events or disruption in public internet access.

“**Follow-up Frequency**” means the frequency of time that a support consultant will update the customer on the progress of commercially reasonable efforts to resolve an **ISSUE**.

“**Hosting Environment**” means the infrastructure encompassing the Software and System as a whole maintained by Ventiv or its vendors, including the data loading servers and application reporting servers as well as the system servers.

“**Measurement Window**” means a period of thirty (30) days.

“**Recovery Declaration**” means the time period in which a disaster would be declared, and recovery plans are enacted.

“**Release**” means a modification of the Software, normally denoted with a new number to the immediate right or left of the decimal, which contains new features and functionality. Release does not include new products or modules of the Software for which Ventiv generally charges its customers an additional license or subscription fee.

“**Response Time**” means the amount of time from when the customer properly reports an issue until a support consultant acknowledges receipt and initiates troubleshooting to resolve.

“**Resolution Goal**” means the amount of time that is set as a goal to resolve an incident. Commercially reasonable efforts will be used to meet this goal.

“**RPO**” means Recovery Point Objective, which is the maximum amount of time for potential data loss in the event of a disaster.

“**RTO**” means Recovery Time Objective, which is the period of time to restore services from point of Recovery Declaration.

“**Scheduled Downtime**” means the total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available as a result of scheduled time to perform system maintenance or Updates.

“**Severity Level**” means the impact level assigned to an issue based on the level of service degradation or loss of functionality.

“**Updates**” means a change to the Software that may include patches, fixes, minor updates and Error Corrections, which Ventiv generally provides to its customers who receive customer support services.

“**Unscheduled Downtime**” means total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available, which does not qualify as Scheduled Downtime, but specifically excludes any Excusable Downtime.

2. **Support Generally.**

Ventiv will provide one or more reasonable means of communication to allow Customer's Support Contacts to contact Ventiv for assistance in resolving problems with the Software ("**Help Desk**") in accordance with and during the hours of operation more specifically set forth in this Schedule C. The Help Desk will allow communication in accordance with the table set forth in Section 7 below.

3. **Error Corrections and Updates.**

As a part of the Customer Support Services, Ventiv will use commercially reasonable efforts to provide Error Corrections for all verifiable and reproducible Errors in the Software in accordance with the Agreement and this Schedule C.

As a part of the Customer Support Services, Ventiv will provide Updates to the Software that Ventiv makes generally available to its customers who receive support services.

4. **New Releases.**

As a part of the Customer Support Services, Ventiv will provide to Customer new Releases of the Software as and when developed, except for new products or modules for which Ventiv generally charges a separate license or subscription fee. Ventiv is not obligated to develop new Releases of the Software. Ventiv will provide Customer, as part of the Customer Support Services, with new Releases created by Ventiv as a result of a change in law or new law that directly applies to existing functionality within the Software currently offered by Ventiv. As an accommodation and not as provision of legal advice, Ventiv will take commercially reasonable efforts to promptly notify Customer in writing upon becoming aware of any material changes to any applicable law or governmental regulations that may cause the current Release of the Software not to conform to such law or regulations. Notwithstanding the foregoing, in the event that the required modifications to the Software (i) would require a material re-architecture or other significant product re-design, (ii) would require Ventiv to obtain data which is either unavailable, or, which is only available at a material cost, or (iii) would otherwise require Ventiv to incur material expenditures (as measured against the fees charged under this Agreement), and Ventiv is not otherwise making such modifications for its other customers, then Ventiv may cease providing the affected Software in the affected jurisdiction. Customer is strongly encouraged to consult with its own attorneys and other advisors as to legal requirements in effect from time to time. In the event that Ventiv intends to withdraw any Software from general availability for any reason whatsoever, Ventiv will provide Customer at least six (6) months prior written notice of such withdrawal.

5. **Limitations.**

Ventiv is under no obligation to provide Customer Support Services with respect to: (a) Software used on a system that does not meet the minimum hardware, software, operating system, mobile device, and other system and configuration requirements set forth in the Documentation or provided by Ventiv; or (b) any systems or software not both supplied by Ventiv and identified on an Order Form.

Customer Support Services does not include researching Customer requests, researching and fixing anomalies caused by other vendors, making changes resulting from internal Customer business practices, enhancing system configuration and other similar tasks that are requested or required, but are outside of Ventiv's control.

If Ventiv has created a third party interface ("**Third Party Interface**") to one of Customer's third party products provided by another vendor ("**Third Party Product**") and such vendor modifies the Third Party Product causing the Third Party Interface to stop functioning properly, then the services required to modify the Third Party Interface as a result of the changes to the Third Party Product are considered

outside the scope of Customer Support Services and would incur additional fees in accordance with Section 5.4 below. Services required to resolve any Customer-Created Error are outside the scope of Customer Support Services and would incur additional fees in accordance with Section 5.4 below.

If a problem reported is outside the scope of this Agreement as indicated in Sections 5.1 through 5.3 above, Ventiv will notify Customer to that effect and reserves the right to charge Customer at Ventiv’s then current standard hourly rates, for which Customer agrees to pay Ventiv promptly upon receiving an invoice. Certain requests, such as building custom modules, database objects, reports, utilities or other complex projects (“**Additional Services**”) may also incur additional fees beyond those associated with Customer Support Services and will be detailed in a new Order Form and Statement of Work agreed between the parties and subject to the terms and conditions of this Agreement. The following are examples of Additional Support Services that are available from Ventiv: (i) add-on data conversions; (ii) implementation for any optional software modules; (iii) supplemental training; (iv) custom reports – defining, creating, testing or troubleshooting (Ventiv will help with “how do I add a table, column, field, etc.” in Report Designer, but Ventiv will require an SOW to help troubleshoot or clean up a modified or custom report (unless the custom report is specifically under maintenance; for example: “I tried to tweak or modify my custom report and now my outstanding indemnity figures are out of whack”)); (v) data conversion issues once transitioned from implementation to support; (vi) Ventiv database changes, such as organization changes, combining insureds, reference table changes, etc.; (vii) corrections to Customer’s data, including, but not limited to, data modification for purposes of exporting/importing to/from the Ventiv database; (viii) performance troubleshooting outside of the application; (ix) any hardware or software problems beyond the control of Ventiv; and (x) Customer network changes and network performance problems.

6. **Customer Obligations.** Customer will be responsible for the following: (a) reporting errors promptly; (b) providing sufficient information for Ventiv to duplicate the circumstances of a reported Software defect or duplicate the error, as described in the Specifications, so Ventiv can duplicate the error, assess the situation, and/or undertake any needed or appropriate maintenance action hereunder; (c) designating two (2) members of its technical staff to serve as Customer’s sole representatives to contact Ventiv with maintenance issues (“**Customer’s Support Contacts**”); and (d) carrying out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures (or revisions, upgrades, enhancements, etc.) have been received from Ventiv.

7. **Helpdesk.** Ventiv provides services through its Helpdesk as set forth in the table below.

Support Type	Support Description	Expectation	Exclusions
Toll Free Live Phone Support	Hours available for live phone support	Monday - Friday 5:00am – 6:00 pm (Pacific)	New Year’s Memorial day Independence Day Labor Day Thanksgiving Day Christmas Day
Emergency after-hours Support	Emergency after normal Business Hours on-call support (24 hours a day, 7 days a week - Severity 1 issues only)	24x7x365	

Self-Service Portal	Online access to ticketing system to report an incident.	Response will be end of next Business Day	Use live or emergency for Severity 1
---------------------	--	---	--------------------------------------

**Note:** If an issue is considered Severity 1 / Critical, Customer must call the Support Desk.

8. **Proactive Support.** Ventiv provides the following proactive support set forth in the table below.

Support Type	Support Description	Quarterly	Monthly	Weekly
Self-Service Portal	Online access to ticketing system to monitor status of outstanding tickets	✓	✓	✓
System Health Check	Regular scheduled health check of environment	✓	✓	✓
Account Review	Regular meeting with Account Management Team to review overall status including outstanding tickets and usage reports.	✓		
KPI Performance Report	System Key Performance Indicator report.		✓	

9. **Incident Response for Functionality of the Software.** The Software is designed and configured to meet minimal functionality standards as described in the Documentation and the Statement of Work. The following table illustrates the response level and resolution goal for loss of functionality of the Software.

Severity Classification	Severity Description	Response Time	Follow-up Frequency	Resolution Goal
<b>Severity 1 Critical</b>	<ul style="list-style-type: none"> <li>Critical service functionality is down</li> <li>Major impact to Customer's business</li> <li>No reasonable workaround(s) exists</li> <li>No current patch set or service pack available</li> </ul>	30 minutes during Business Hours	Every 60 minutes during Business Hours. After hours, update frequency will be mutually agreed upon.	4 Business Hours
<b>Severity 2 Major</b>	<ul style="list-style-type: none"> <li>Critical functionality is impaired or degraded</li> <li>There are time-sensitive issues that impact ongoing production</li> <li>Workaround exists, but it is only temporary</li> <li>Hotfix, patch or service pack or upgrade is available</li> </ul>	60 minutes during Business Hours	One Daily Update sent during Business Hours.	5 Business Days or by next scheduled maintenance window; whichever is less

<b>Severity Classification</b>	<b>Severity Description</b>	<b>Response Time</b>	<b>Follow-up Frequency</b>	<b>Resolution Goal</b>
<b>Severity 3 Minor</b>	<ul style="list-style-type: none"> <li>• Non-critical functionality is down or impaired</li> <li>• Does not have significant current production impact</li> <li>• Performance is degraded</li> <li>• A short to medium term work-around is available</li> <li>• Patch, service pack or upgrade is available</li> </ul>	1 Business Day	Every 5 Business Days	As Agreed
<b>Severity 4 Low Impact</b>	<ul style="list-style-type: none"> <li>• Non-critical function impaired</li> <li>• No business impact</li> <li>• A medium to long term work-around is available</li> <li>• Patch, service pack or upgrade is available</li> </ul>	5 Business Days	Monthly	As Agreed
<b>Severity 5 No Impact</b>	<ul style="list-style-type: none"> <li>• Cosmetic issues has been identified</li> <li>• Does not have any impact on the functionality or performance of the software, or a usability question</li> <li>• Patch, service pack or upgrade is available</li> </ul>	N/A	As Agreed	As Agreed
<b>Severity 6 Enhancement Request</b>	<ul style="list-style-type: none"> <li>• Software and System is working according to specification but Customer has identified an enhancement to improve product experience</li> </ul>	N/A	N/A	N/A

**10. Escalation Levels.**

<b>Escalation Level</b>	<b>Contact Notified</b>
State 1	Front-Line Support Manager
State 2	Global Support Services Director
State 3	VP Customer Management / Managing Director

Severity	Support State Levels	Escalation within the following time frames
Severity Level 1 - Critical	State 1	1 Business Hour
	State 2	2 Business Hours
	State 3	8 Business Hours
Severity Level 2 – Major	State 1	4 Business Hours
	State 2	8 Business Hours
	State 3	12 Business Hours
Severity Level 3 – Minor	State 1	When agreed resolution time is not met.
	State 2	Resolution time agreed + 1 Business Day
	State 3	Resolution time agreed + 2 Business Days
Severity Level 4 – Low Impact	All	N/A
Severity Level 5 – No Impact	All	N/A
Severity Level 6 – Enhancement Request	All	N/A

11. **Maintenance Windows.** Ventiv will conduct regular weekly maintenance. The standard maintenance window will be six (6) hours in length. In the event that the required maintenance will require an extension, Ventiv will provide a written notice at least ten (10) Business Days in advance. Such extension will not exceed fifteen (15) total hours per week and all reasonable efforts will be taken for such extensions not to occur more than once in a five (5) week period. Ventiv will communicate directly with Customer on any maintenance specific to any dedicated resources.

<b><u>Standard Maintenance Window:</u></b>
ATLANTA Time: Friday 23:00– Saturday 05:00

<b><u>Extended Maintenance Window:</u></b>
ATLANTA Time: Friday 21:00 – Saturday 12:00

12. **Incident Response for Hosting Environment.** Ventiv provides proactive monitoring of the Hosting Environment. The Ventiv IT Operations staff is automatically notified by the monitoring systems within ten (10) minutes of an incident occurring that causes a material disruption, material performance degradation or outage to the Hosting Environment. The Ventiv customer support team will coordinate resolution and communication (status updates) with the Ventiv IT Operations staff and the Customer. Ventiv IT Operations will respond to issues with the Hosting Environment based on the severity levels defined below.



Severity Classification	Severity Description	Response Time	Follow-up Frequency	Resolution Goal	Monthly Metric
<b>Severity 1 Critical</b>	Total inability to use any material part of the Hosting Environment, resulting in a critical impact on user objectives.	30 Minutes	Every 60 minutes during Business Hours; after hours, update frequency will be mutually agreed upon.	8 Business Hours	95% closed within resolution goal
<b>Severity 2 Major</b>	Ability to use Hosting Environment, but user operation is severely restricted or where users notice degraded system performance.	1 hour	One Daily Update sent during Business Hours.	5 Business Days or by next scheduled maintenance window; whichever is less	90% closed within resolution goal
<b>Severity 3 Minor</b>	Ability to use the Hosting Environment with minor faults that cause little disruption to service or use of the product. Failure relates to functions that are not critical to overall user operations.	1 Business Day	Every 2 days	5 Business Days or as agreed	90% closed within resolution goal

13. **Software Availability Service Level.** The Software will be available (as calculated below) to Customer ninety-nine percent (99%) of the time, twenty-four (24) hours per day, seven (7) days per week (a week will be deemed to commence at midnight Eastern Time on Sunday and extend for seven (7) days), including all legal holidays, with the exception of scheduled interruptions for maintenance and time required for deployment of vendor security patches or downtime resulting from general virus or denial of service attacks.

$$\text{Availability \%} = \frac{\text{Total Minutes minus Scheduled Downtime minus Unscheduled Downtime of the Software}}{\text{Total Minutes minus Scheduled Downtime of the Software}}$$

14. **Disaster Recovery Service Levels.**

Objective	Metric
Recovery Declaration	< 12 hours
RTO	< 24 hours

RPO	< 12 hours
-----	------------

**15. Hosting Environment Service Levels.**

Objective	Metric
Vulnerability Management	Weekly Vulnerability Scans and review of hosting and applications
Penetration Testing	Quarterly Penetration hosting and application testing performed by trusted independent third party
Uptime	99% , 24x7x365 except as detailed above
Calculation	% = $\frac{\text{Total Minutes minus Scheduled Downtime minus Unscheduled Downtime}}{\text{Total Minutes minus Scheduled Downtime of the Hosting Environment}}$
Monitoring	24x7x365
Redundancy	Maintain redundant or high availability infrastructure for production environment
Control Audit	Maintain a minimum of a ISO 27001 or similar standard process control certification

**16. Account Management Services.**

Description. Customer will receive the number of hours of Account Management Hours specified in Schedule B of this Agreement (Order Form) on an annual basis subject to payment of the fees set forth in Schedule B in exchange for Ventiv providing the Account Management Services as detailed below. “**Account Management Services**” are services provided to Customer through an Account Manager at a higher level than Customer Support Services and provides overall consultancy for training, understanding the Customer’s business process and how any change may impact other areas of the System. The Account Manager also acts as Customer’s advocate in product enhancements and providing periodic updates to the client via open items calls, account status reports and stewardship meetings conducted via Webex. Account Managers provide customers with the additional support as customers become familiar with the System. The Account Manager provides training and support through the implementation as new modules or users are added to the System. The Helpdesk is used for questions about the System operation, problems and enhancement requests.

How Account Management Hours are Eroded. Ventiv enters all Customer Support Services and Account Management Services into an online CRM and those services are coded as billable or non-billable. Only billable time erodes Account Management Hours. Any Customer Support Services provided to Customers to resolve errors in the Software that are not Customer-Created Errors, will not result in depletion of any Account Management Hours purchased by Customer. Hours used for the purpose of gaining new business are considered non-billable (unless the Account Manager is providing consulting support to Customer for how their processes should work). During the implementation, the Account Manager is introduced to Customer and participates in project management calls to learn Customer’s business requirements. This time is considered billable. Once the implementation has been completed (and/or Customer requests changes to existing functionality that had previously been agreed), Account Management Hours are eroded for changes to the System, such as adding or

removing fields, adding rules, adding validations, etc. When the requested changes are for the purpose of adding a new module or a full business process, the Account Manager will identify that the suggested work is new scope and will be completed via an amendment to the Agreement at additional time and expense.

Tracking Account Management Hours. Ventiv will maintain a database of Account Management Hours used by Customer and will update this database within two weeks following the end of each calendar month. Once the appropriate time entries have been made, Ventiv will make this information available to Customer. Customer will have 30 days from the time this information is made available to dispute the validity of the entries. Should this occur Customer should state in writing to their Ventiv account manager, that the hours utilized are being contested and the reason for the dispute. At that time, Customer and its services manager will negotiate a reasonable resolution. Should the annually budgeted amount of hours be exceeded, Ventiv will provide an invoice for the amount of excess hours used at the hourly rate listed in Section VII.D. (Additional Fees) of Schedule B along with supporting documentation, on a quarterly basis.

**Attachment I**

**HIPAA Business Associate Agreement  
Addendum to Contract**

Between the County of Riverside and Ventiv Technology, Inc. (the "Contractor")

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there

is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a 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 such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.

- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.



- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
  - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
  - c) A description of the types of unsecured PHI 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;
  - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - f) 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.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, 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's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the

Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

**B. Effect of Termination.**

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

**12. General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471

**ATTACHMENT II - STATEMENT OF WORK (VENTIV IRM & VENTIV DIGITAL)**

This Attachment II – Statement of Work (“SOW”) includes a description of the Services to be performed during implementation of the Software, including without limitation, (i) Project Management – managing the project delivery; (ii) Business Analysis – requirements gathering, creating specifications, QA testing; (iii) Configuration – setup of Customer database including custom fields and custom business rules; (iv) Data Conversion – converting source data into format used by the Software; (v) Reporting – deploying standard templates, completing custom report development, as applicable, (vi) Training – training for Customer testing and go-live.

The Software that Ventiv is configuring for the Customer under this SOW are Ventiv IRM and Ventiv Digital. A description of each of the modules included within the Software being licensed to Customer is set forth in Schedule A to the Agreement to which this Attachment I relates.

The following outlines the Implementation Services as defined to date.

**I. IMPLEMENTATION**

**A. Ventiv IRM & Digital:**

**Estimated Hours:** 258 hours

This is a time & materials agreement, and as such, the estimate provided herein are based on the information that Ventiv has received to date. Ventiv has derived this estimate in good faith and will target providing the deliverables herein within such estimate(s). All projects will be monitored by Ventiv, and any overage forecasts will be provided to the Customer early and often in the project lifecycle. If the project is expected to have hours overage, Customer redefines the scope of services, or Customer provides new details in respect to such project, a change control document will be executed with the Customer for additional services before Ventiv incurs the additional services. Ventiv will bill said additional services at current rates.

- Delivery of the following in Ventiv IRM:
  - Core Package:
    - Organization
    - Exposure Summary
    - Contacts
    - Content
  - Safety Management Package:
    - Incidents/Claims
    - Investigations
    - Root Cause
    - Action Items
    - Training Tracking
- Delivery of the following in Ventiv Digital (limit 3 forms):
  - WC (Combine forms 674 & 5020)
  - GL (Combine forms 942\_6 & 943)
  - To Be Determined

Configuration specifications will be completed by Ventiv outlining the changes required for each module based on the requirements meetings

- Project Management Services
- Data Conversion Services – Production Data (One Time and Ongoing Processing)

Module	Data Received From	File Type	Frequency	Data Load Type
Hierarchy/Organization	iVOS	Standard (Local SQL Server)	Monthly	Snapshot
Claims	iVOS	Standard (Local SQL Server)	Daily	Snapshot

- Reporting Services - Deploy the standard report templates for all standard contracted modules noted above
- Testing Support - Assist with the Client Testing process
- Training Services:
  - Two (2) days of training for up to six (8) persons for Customer users at one location
- Global Services
  - One Currency
  - Base Currency – USD

**II. PROJECT DELIVERABLES****A. Ventiv IRM & Ventiv Digital****Ventiv IRM Core Package****Organizational Hierarchy**

Customer will be using an Organizational Hierarchy structure for its contracted modules as noted above.

- Hierarchy will be loaded from Ventiv Enterprise Claims.
- Changes required to the Organization screen will be charged to the contracted implementation hours. A specification will be completed outlining the requested changes. The specification will be reviewed with Customer and will require signoff by Customer prior to work commencing.
- Ventiv IRM supports multiple hierarchy structures (geographical, functional, etc.). However, creation of additional hierarchy structures is excluded from the scope.

**Summary Exposure Values**

- All summary exposure records are associated to existing Organization records as defined in the hierarchy. The Summary Exposure screen is part of the Organization screen and relates to one organization entity only, which is regarded as a one to one relationship.
- Changes required to the Summary Exposure screen will be charged to the contracted implementation hours. A specification will be completed outlining the requested changes. The specification will be reviewed with Customer and will require signoff by Customer prior to work commencing.

**Contacts**

- Standard contact module will be configured will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Content**

- Standard content module will be configured will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Ventiv IRM Safety Management****Incidents/Claims**

- Standard configuration will be offered to Customer. Changes required to the Incident/Claim screen will be charged to the contracted implementation hours.
- Standard coverages will include: Workers Compensation, Auto Liability, General Liability, Occupational Accident, Cargo, Property, Crime, Inland Marine (IM) and Garage Liability. Additional configuration for specialized coverages (Product Liability, Professional Liability, D&O, etc.) not previously identified will be charged to the contracted implementation hours.

**Investigations**

- Standard Configuration for the Investigation Module will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Root Cause**

- Standard Configuration for the Root Cause Module will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Action Items**

- Standard Configuration for the Action Items Module will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Training Tracking**

- Standard Configuration for the Training Tracking Module will be offered to Customer. Changes required to the screens will be charged to the contracted implementation hours.
- Each record will be unique with a unique identifier.

**Ventiv Digital (Desktop)**

Customer has contracted for intake forms for claim intake/submission forms using Ventiv Digital.

- Ventiv will configure 2 new claim intake forms. The County of Riverside will have the ability to build 1 additional form.

- A full requirements session will be required to determine the workflow and decision tree logic for the intake forms. A specification will be completed outlining the requirements and workflow. All work completed for the requirements gathering, completion of the specification, configuration and testing will be charged to the contracted implementation hours.

Assumptions:

- Customer will provide a group of trainers to be trained by Ventiv.
- Customer will then train their user base.
- Documents captured via intake tools will be limited to 20MB.
- Customer will provide the appropriate staff for defining the requirements and testing of the intake forms.

**Data Services, Reports and Exclusions**

Data Services

Ventiv will provide the data conversion and data load services to Customer as outlined above.

Requirements:

- All data must be provided in ASCII format.
- All data received from a Data Supplier or a Third Party must be encrypted and electronically transferred to the Ventiv IRM ftp server or transferred using secure SFTP protocol.
- Data is not allowed to be transferred to Ventiv via email.
- If the required data is in an Excel spreadsheet, all data must be compiled onto one worksheet and saved as a CSV file before providing the file to Ventiv.
- Any changes to the configured layout of data loads in production will result in additional fees.
- One (1) initial data load is included during the implementation and one refresh at Go live. Any additional data conversions completed after the initial conversion during the implementation stage, will be charged separately on a per load charge.
- Customer is responsible for all data charges from all Third Parties.

Assumptions:

- Ventiv is not responsible for incorrect coding on the data from Third Parties.
- Customer or Third-Party data providers are responsible for delivering data to Ventiv IRM via the secure mechanisms described above.
- Customer will be responsible for maintaining and verifying the integrity of any data where the source is a client system or database.

Reports

Ventiv will deploy the standard report templates for the contracted modules. Standard reports are accessible through a Business Intelligence link that appears under the Reporting menu option. Users may run the standard report templates ad-hoc or create 'report views' off these templates and run the report views on a recurring basis via scheduling. Many report views can be created off a single report template with each report view given a unique name that reflects the user's saved filter criteria.

Exclusions from Scope

Any requirement not specifically stated as included within this scope statement is considered outside the scope of the project.

- Ventiv mobile applications for both Apple iOS and Android have been discussed but are not included in scope.

**III. GENERAL ASSUMPTIONS**

- Ventiv will provide of up to 100 gigabytes of storage during the proposed contract period.
- The standard file attachment size is limited to 20 megabytes per attachment.
- Customer Project Manager will be responsible for managing the project and obtaining consensus and sign-off on requirements and work products.
- Customer will be responsible for engaging all client stakeholders and facilitating / organizing all internal client relationships to allow full mobilization of a project team with support from the Ventiv Project Manager.
- Customer will dedicate sufficiently skilled resources to support the Services as described within this Statement of Work.
- Customer will provide the requested resources, with the requested skills and project dedication as outlined in a mutually agreed upon work plan.
- Customer will identify resource(s) to transition to and take ownership of the project deliverables.
- Customer will be responsible for providing internal change management, communications planning, and internal marketing for any project.
- Any critical code changes that must be implemented in any client systems that affect data provided to Ventiv IRM will be reviewed by Ventiv to determine the impact, if any, on fees and timeline for the implementation.

Client Testing

DURING THE IMPLEMENTATION, VENTIV WILL REQUIRE CLIENT TESTING ON EACH PROJECT DELIVERABLE AS VENTIV DEPLOYS SUCH DELIVERABLE TO CUSTOMER. CLIENT TESTING TIMELINES WILL BE OUTLINED IN THE PROJECT PLAN TO BE COMPLETED AFTER THE PROJECT KICKOFF. CUSTOMER RESOURCES WILL BE TRAINED AND ARE REQUIRED TO COMPLETE CLIENT TESTING WITHIN THE AGREED TO TIMELINES. TIME REQUIRED TO COMPLETE CLIENT TESTING WILL VARY DEPENDING ON THE



COMPLEXITY OF THE DELIVERABLE. VENTIV WILL OBTAIN SIGNOFF FROM CUSTOMER ON EACH DELIVERABLE AS CLIENT TESTING IS COMPLETED THROUGHOUT THE IMPLEMENTATION. IMPLIED SIGNOFF IS INCORPORATED FOR DELIVERABLE AND PROJECT SIGNOFF INDICATING THAT CUSTOMER MUST PROVIDE FEEDBACK ON ANY ISSUES WITHIN TEN (10) BUSINESS DAYS FROM RECEIPT OF THE SIGNOFF LETTER. IF FEEDBACK IS NOT RECEIVED WITHIN THE DEFINED TIME PERIOD, ACCEPTANCE OF THE DELIVERABLE AND/OR PROJECT IS ASSUMED.

**Completion Criteria**

- "Go Live Date" is when the deliverables of this Statement of Work have been deployed to production and made available for their intended use
- As an early step in implementation, Ventiv will work with Client to establish a target "Estimated Go Live Date". This may change through mutual collaboration as details are confirmed, particularly in the earlier part of the implementation
- Ventiv will request confirmation from Client that "Go Live Date" has been achieved. No response for 30 days will constitute implied confirmation
- If client wishes to have a material portion of this Statement of Work deployed to production and made available (i.e. partially "go live"), Ventiv may require the Statement of Work be split accordingly.
- "Transition Period" is the 30 days after Go Live Date during which time Ventiv services pertaining to this Statement of Work are considered part of the implementation. After the Transition Period, Ventiv services pertaining to this Statement of Work will be considered Managed Service Hours (see Ongoing Support section).

**IV. IDENTIFIED RISKS AND MITIGATION**

<b>Risk</b>	<b>Resolution</b>
Customer key project personnel are not available, either due to personal or work commitments	Backup resources need to be available and up to speed to address gaps in resource capacity. Workloads of project personnel need to be adjusted to account for project requirements. Documentation must be logged in common area and accessible to all project team members.
User does not have connection to the internet	User will need to have internet installed at site. User workstation must meet minimum requirements for operating system, Internet Explorer and Internet connection.
Organizational hierarchy can't be completed on schedule	Conversion programs can be prepared, and data first loaded into system with default location then updated on subsequent runs.
Third Party cannot send required data	Customer and Ventiv will need to determine how to load data, either manually or via external extracts from Third Party system, into Ventiv IRM.
Poor quality data (invalid codes, unexpected records, missing records)	Analysis of data prior to loading to Ventiv IRM to identify issues and get source to fix where possible. Establish exception reports to identify data problems during production.
Data anomalies discovered after reports have been developed.	Try to get source to correct data, if not, attempt to account for data anomaly during data load, and, finally, if all else fails, adjust reports to accommodate for data anomaly.
Data cannot be provided via encrypted transfer protocol	Ventiv to provide guidance around options for encryption software and ftp transfer.