

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



ITEM: 15.1
(ID # 12848)

MEETING DATE:

Tuesday, October 05, 2021

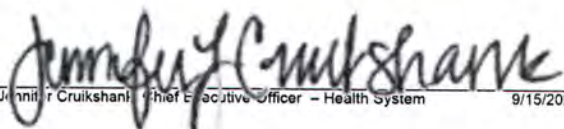
FROM : (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve a Service Agreement with Spok Inc. for Wireless Paging Services and Professional Service Agreement for Software Services Support without seeking competitive bids, three years with the option to renew for one-year, effective July 1, 2021 through June 30, 2025, All Districts. [Total Aggregate Cost \$763,718; up to \$76,371 annually in additional compensation – 100% Hospital Enterprise Fund- 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve a Service Agreement with Spok Inc. for Wireless Paging Services and Professional Service Agreement for Software Services Support without seeking competitive bids, three years with the option to renew for one-year, effective July 1, 2021 through June 30, 2025, for a combined not to exceed amount of \$763,718 and; authorize the Chairperson of the Board to sign the Agreements on behalf of the County
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 agreements 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 percent (10%) annually.

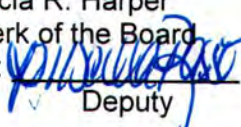
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 9/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: October 5, 2021
xc: RUHS-Medical Center

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 338,820	\$ 141,966	\$ 763,718	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22 -24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Service Agreement with Spok Inc. for Wireless Paging Services and a Professional Service Agreement for Software Services Support for On-Call Scheduling & Messaging Applications, sole source (SSJ#22-036), effective July 1, 2021 through June 30, 2025 for a combined not to exceed amount of \$763,718.

The Wireless Paging and On-Call Scheduling & Messaging Applications are proprietary products and services of Spok and only Spok personnel can provide hardware & software maintenance support on its system.

Spok, Inc. provides a HIPAA-compliant, integrated Healthcare Communications System that includes a Staff Directory, Secure Paging, and Physician On-Call Scheduling to serve our clinicians and medical residents at Riverside University Health System (RUHS) Medical Center. RUHS's clinical providers utilize Spok's HIPAA compliant products and services for critical patient care communication. Nearly 50% of the physician staff at RUHS are Loma Linda physicians who, in their dual appointments, use the Spok pagers at both healthcare facilities. This unique status is a result of the long-term clinical partnership that RUHS Medical Center has with Loma Linda University School of Medicine.

As a teaching hospital RUHS trainees must maintain schedules to comply with Graduate Medical Education (GME) requirements. The schedules are utilized by the GME Office to know which trainees will be rotating at the Medical Center and ensure that they have completed all on boarding / orientation activities. These schedules are also used by others in the Medical Center, including staff on the inpatient care units, ambulatory clinics, ancillary services staff and medical center operators to determine which physician / staff person is on call for other patient care issues that may arise. However, problems with the current system can cause delays in urgent / emergent patient care situations and timely notification of critical results. The Spok software will improve communication responsiveness between care teams and other staff at RUHS sites.

Impact on Residents and Businesses

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

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

1. Wireless Paging Services, not to exceed \$475,124
2. Software Services & Support – On-Call Scheduling & Messaging Applications, not to exceed \$288,594
3. Total Combined Not To Exceed amount, \$763,718

Contract History and Price Reasonableness

On February 5, 2009 the Purchasing Department, on behalf of Riverside Community Regional Medical Center (RCRMC), solicited a competitive bid (RFP #MCARC-093A) for Paging Equipment, Services and Maintenance. USA Mobility Wireless, Inc. was awarded as the lowest, responsive and responsible bidder. An Agreement was executed, effective April 1, 2009 – March 31, 2010 with annual renewals through March 31, 2014.

On September 16, 2014, the Riverside Community Regional Medical Center (RCRMC) Purchasing Department re-procured the services via competitive bid (RFQ #MCARC-259) for Paging Equipment, Services and Maintenance. A bid cancellation notice was issued on November 3, 2014 for this sourcing event due to a change in the scope of work. Paging services were continued via low value purchase orders (LVPO) to avoid interruption of critical healthcare communications.

On October 31, 2016, a Letter of Agreement was executed, under Purchasing Agent authority in accordance with Resolution No. 2016-157, July 12, 2016, Agenda Item 3.29, with Spok Inc. (formerly for USA Mobility Wireless, Inc.) for month-to-month paging services to RUHS for an annual not-to-exceed amount of \$60,000.

Spok has provided paging services to date without any price increases for the past eight (8) years.

The vendor has extended discounted pricing a result of the transition of this service from a month-to-month arrangement into an annual agreement, which represents an overall cost savings of approximately \$3,200.00 per year for the County.

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

RUHS was also given discounted pricing of 20% for the On-Call Scheduling & Messaging Applications software services as well as discounted pricing of 65% for the Wireless Paging Services.

**ATTACHMENTS – SPOK INC. SERVICE AGREEMENT (WIRELESS PAGING SERVICES),
PROFESSIONAL SERVICE AGREEMENT (SOFTWARE SERVICES SUPPORT) & SOLE
SOURCE APPROVAL NO. 22-036**


Tina Grande, Director of Purchasing and Fleet Services 9/20/2021


Jacqueline Ruiz, Sr. Management Analyst 9/27/2021


Gregory V. Priarios, Director County Counsel 9/24/2021


Gregory V. Priarios, Director County Counsel 9/24/2021



Date: August 9, 2021

From: Jennifer Cruikshank, Chief Executive Officer

To: Board of Supervisors/Purchasing Agent

Via: Tura Morice, CIO RUHS Information Services

Subject: Sole Source Procurement; Spok, Inc. Wireless (Paging) Services and Software Services and Support

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

1. Supplier being requested: SPOK, INC.

2. Vendor ID: 0000124739

3. Single Source Sole Source
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? *(If yes, please provide the approved sole or single source number).*

Yes No
 SSJ# _____

4a. Was the request approved for a different project?

Yes No

5. Supply/Service being requested:



(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. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

Wireless Paging Services and Software Services Support for On-Call Scheduling & Messaging Applications.

- 6. Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

Spok, provides a HIPAA-compliant, integrated Healthcare Communications System that includes a Staff Directory, Secure Paging, and Physician On-Call Scheduling. The Wireless Paging and On-Call Scheduling & Messaging Applications are proprietary products and services of Spok and only Spok personnel are able to provide hardware & software maintenance support on its system. Spok cannot certify third party upgrades or add-ons of Spok products by vendors other than itself, per the attached Letter of Attestation dated 7/13/2021 from the vendor.

Spok's proprietary software includes a legal restriction placed on access to its software code. This code is required in order to develop updates and patches to the software. Without this access, it is impossible to modify the software code as necessary to provide required system updates. Access to this code is only permitted through subscribers of Spok software applications.

The Spok solution offers:

- Real time scheduling & up to date information available to Operators and staff
- Encrypted pagers
- Encrypted messaging services to protect PHI
- AES Encryption which is the industry standard for encryption first adopted by the federal government
- Compatibility and interface with EPIC and RUHS enterprise systems
- Web based hospital directory with real time information
- Web based on call scheduling with direct link to page or call physician
- Imports from multiple database sources for full demographic information



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

The Information Services (IS) and Graduate Medical Education (GME) departments are seeking Spok, Inc. HIPAA-compliant wireless (paging) and software support services to serve our clinicians and medical residents at RUHS Medical Center. RUHS's clinical providers utilize Spok's HIPAA compliant products and services for critical patient care communication. Nearly 50% of the physician staff at RUHS are Loma Linda physicians who, in their dual appointments, use the Spok pagers at both healthcare facilities. This unique status is a result of the long-term clinical partnership that RUHS Medical Center has with Loma Linda School of Medicine.

The Wireless Paging Services and On-Call Scheduling & Messaging Applications provided by Spok are required to:

1. **Maintain consistency of services.** About 50% of the physicians on staff with the RUHS-Medical Center are also Loma Linda physicians. The Loma Linda care team uses Spok's paging system. To sustain uniform processes and maintain service levels between the two healthcare facilities, RUHS needs to use the same paging system as the Loma Linda University physicians. Using another vendor would require the physicians to carry two separate pagers simultaneously, which is not efficient for the delivery of patient care.
2. **Cure Current Inefficiencies.** The software solution provided by Spok for On-Call Messaging will cure current inefficiencies with the hospitals "dropbox" scheduling system for the following reasons:
 - The current system is an manual process that is outmoded and leaves room for human error
 - The manual scheduling process has no consistent format. Each clinical service formats its schedule differently making it challenging to determine scheduling and coverage for someone not familiar with formatting/scheduling.
 - No consistency in what information on each on-call person is listed on the schedule.
 - Shared drive can quickly become "cluttered" when schedules are revised frequently making it difficult to find the schedule needed. No standardized file naming protocols compound this problem.
 - Schedule updates/changes needed to be reported to multiple departments/people either via email or telephone.

As a teaching hospital RUHS trainees must maintain schedules to comply with Graduate Medical Education (GME) requirements.

The schedules are utilized by the GME Office to know which trainees will be rotating at the Medical Center and ensure that they have completed all on boarding / orientation activities. Additionally, GME utilizes the schedules to reconcile invoices received for salaries and benefits of affiliate resident physicians as well as report resident physician work hours to CMS for institutional reimbursement.



These schedules are also used by others in the Medical Center, including staff on the inpatient care units, ambulatory clinics, ancillary services staff and medical center operators to determine which physician / staff person is on call for to reach for other patient care issues that may arise. However, problems with the current system can cause delays in urgent / emergent patient care situations and timely notification of critical results. The Spok software will improve communication responsiveness between care teams and other staff at RUHS sites.

8. **Period of Performance:** From: July 1, 2021 – June 30, 2025
(total number of years)

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. 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. *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*



**Riverside
University
HEALTH SYSTEM**

Description:	FY21/22	FY22/23	FY23/24	FY24/25 – Optional Renewal	Total
Ongoing Costs:	\$118,781	\$118,781	\$118,781	\$118,781	\$475,124
Wireless Paging Services					
Previous SSJ Approved Amounts:	\$0	\$0	\$0	\$0	\$0
Total Costs	\$118,781	\$118,781	\$118,781	\$118,781	\$475,124

Note: Insert additional rows as needed

Description:	FY21/22	FY22/23	FY23/24	FY24/25 - Optional Renewal	Total
Ongoing Costs: Maintenance	\$23,185	\$23,185	\$23,185	\$23,185	\$92,740
Software Services & Support – Web Directory & On Call System	\$195,854	\$0	\$0	\$0	\$195,854
Previous SSJ Approved Amounts:	\$0	\$0	\$0	\$0	\$0
Total Costs	\$219,039	\$23,185	\$23,185	\$23,185	\$288,594

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

As a dedicated service provider to federal, state and local governments, including the Department of Veteran Affairs (VA) and academic hospitals such as the University of Mississippi Medical Center, Spok's products and services do include the extension of government discounted pricing through its federal contract with the department of General Services Administration (GSA), resulting in a 65% discount to the County. Preferred pricing has continuously been extended to the County of Riverside through the long-term partnership the hospital has maintained with Spok.

Spok has provided paging services without any price increases for the past eight (8) years.



The vendor has extended discounted pricing a result of the transition of this service from a month-to-month agreement into an annual agreement will represent an overall cost savings of approximately \$3,200.00 per year for the County.

RUHS was also given discounted pricing of 20% for the On-Call Scheduling & Messaging Applications software services as well as discounted pricing of 65% for the Wireless Paging Services.

The GME Department determined that it needed a software solution for medical resident scheduling within their own department and physician scheduling within the hospitals clinical departments. The department reviewed software products from two other scheduling service platforms, QGenda and OnCall/AmlOn. OnCall/AmlOn's failed to resolve the scheduling needs for the other medical center departments and was only suited to serve the GME office needs. QGenda's software solution was quoted at \$40,000/yr per department and would require that each individual clinical department to purchase the software. The software solution proposed by Spok will serve both the GME and multiple departments at the annual quoted price of \$23,185.

11. Projected Board of Supervisor Date (if applicable): 08/24/2021
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Jennifer Cruikshank

Jennifer Cruikshank Aug 11, 2021

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

After the fact request approved from 7/1/2021 Forward.
Requires BOS ratification

 **Riverside
University
HEALTH SYSTEM**

Not to exceed:

One-time \$ _____

Annual Amount \$ Varies / per fiscal year through 6/30/25 (date)
(If Annual Amount Varies each FY)

FY 2122 : \$ 338450.

FY 2223 : \$ 142596

FY 2324 : \$ 142596

FY 2425 : \$ 142596

FY _____ : \$ _____

Suzanna Hinckley 
Purchasing Agent
ASSISTANT Director

8/30/21
Date

22-036
Approval Number
(Reference on Purchasing Documents)



July 13, 2021

County of Riverside

Re: Spok Software and Paging Systems

Spok wishes to confirm for you that the software products provided by Spok, Inc. for Critical Communications is proprietary to Spok and is maintained by Spok.

Spok owns, monitors and maintains it's paging network. Spok currently offers one-way and two-way coverage in your area.

Thank you for your continued support. If you have any follow-up questions on this or other matters, please feel free to contact Merle Garrison, Regional Sales Director, merle.garrison@spok.com (818) 884-5136.

Sincerely,

DocuSigned by:
Michelle Wolfe
489D153D4B334F0...

Michelle Wolfe
Contract Administrator
Michelle.wolfe@spok.com



July 13, 2021

County of Riverside

Re: Spok Software and Paging Systems

Spok wishes to confirm for you that the software products provided by Spok, Inc. for Critical Communications is proprietary to Spok and is maintained by Spok.

Spok owns, monitors and maintains it's paging network. Spok currently offers one-way and two-way coverage in your area.

Thank you for your continued support. If you have any follow-up questions on this or other matters, please feel free to contact Merle Garrison, Regional Sales Director, merle.garrison@spok.com (818) 884-5136.

Sincerely,

DocuSigned by:
Michelle Wolfe
489D153D48334F0...

Michelle Wolfe
Contract Administrator
Michelle.wolfe@spok.com

PROFESSIONAL SERVICE AGREEMENT

for

SOFTWARE SERVICES AND SUPPORT

between

COUNTY OF RIVERSIDE

and

SPOK INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
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	
24. Electronic Signatures	

Exhibit A-Software Terms & Conditions
Exhibit B- Order Form
Exhibit C- Statement of Work Q-00012278.....
Attachment I-HIPAA Business Associate Attachment to the Agreement.....

This Agreement, made and entered into this ____ day of _____, 2021, by and between Spok, Inc., a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside University Health System (RUHS) (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Software Terms and Conditions and Exhibit C, Statement of Work "Spok Console Suite – Web Directory and On Call System Installation" at the prices stated in Exhibit B, executed Order Form, per Customer Agreement Master Terms and Conditions and Attachment I, HIPAA Business Associate Attachment to the Agreement. If there is a conflict between this Agreement and any Exhibit or Attachment, for the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (i) This Agreement; (ii) Order Form found in Exhibit B; and (iii) Software Terms and Conditions in Exhibit A.

1.2 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.

1.3 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 Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, with a one (1) year renewal option by written amendment only, through June 30, 2025, 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.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of Two Hundred Eighty-Eight Five Hundred Ninety-Four Dollars (\$288,594), 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 Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 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 the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 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. For this Agreement, send the invoices to:

RUHS IS Business Office

Email- RUHS_IS_Business_Office@ruhealth.org and AP@ruhealth.org

- 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 (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered as indicated on an executed Order Form.

3.4 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 Code, 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.

4. Alteration or Changes to the Agreement

4.1 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.

4.2 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.

5. Termination

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

5.2 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.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) 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.

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

5.5 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.

5.6 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.

5.7 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.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all Work for Hire 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.

CONTRACTOR retains all intellectual property rights in the Software and/or Hardware, together with its applicable then-current electronic or printed material, operating and technical documentation relating to the functions, features or specifications and operations of the applicable Software and made available by Spōk (“Products”) which have been included in an Order Form and any improvements, modifications or derivative works thereof, as well as in the Services. Any and all feedback that COUNTY provides to CONTRACTOR regarding CONTRACTOR products shall become the exclusive property of CONTRACTOR without any payment, accounting, remuneration, or attribution to COUNTY. “Feedback” means information provided, in any manner, by or on behalf of COUNTY with respect to any CONTRACTOR product or service or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

7. Conduct of Contractor

7.1 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.

7.2 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.

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

8. Inspection of Service; Quality Control/Assurance

8.1 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.

8.2 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.

9. Independent Contractor/Employment Eligibility

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10. 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.

11. Disputes

11.1 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.

11.2 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.

12. 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.

13. 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. 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.

14. Non-Discrimination

CONTRACTOR shall not 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. S1210 et seq.) and all other applicable laws or regulations.

15. 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.

16. 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.

16.2 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.

16.3 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.

17. 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.

18. 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

RUHS Purchasing Department
14375 Nason Street, 2nd Fl, Suite 208
Moreno Valley, CA 92555

CONTRACTOR

Spok, Inc.
5911 Kingstowne Village Pkwy, 6th Fl
Alexandria, VA 22315
Attn: Legal Affairs

19. 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.

20. 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.

21. Hold Harmless/Indemnification

21.1 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 negligence, 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. EXCEPT ONLY FOR (i) INDEMNIFICATION BY CONTRACTOR FOR THIRD PARTY CLAIMS WITH REGARDS TO INFRINGEMENT (ii) BODILY INJURY, (iii) DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENCE , OR (iv) CONTRACTOR'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S AGGREGATE AND CUMULATIVE LIABILITY FOR RESCISSION AND/OR DAMAGES TO COUNTY OF RIVERSIDE WILL BE, WHETHER IN CONTRACT OR TORT, LIMITED TO THE COVERAGE AMOUNTS OF CONTRACTORS INSURANCE.

21.2 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.

21.3 Where applicable, 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.

21.4 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.

22. Insurance

22.1 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 \$2,000,000 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. Cyber Liability Insurance

Contractor shall maintain 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 Vendor/Contractor/Operator in this agreement and shall include, but not be 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.

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. 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance. 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.

23. General

23.1 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.

23.2 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.

23.3 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.

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

23.5 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.

23.6 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.

23.7 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.

23.8 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.

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

23.10 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).

23.11 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.

23.12 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.

24. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: OCT 05 2021

SPOK, INC.

By: [Signature]
Name: Sharon Woods Keisling
Title: Treasurer & Corporate Secretary

Dated: Jun 29, 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Spok, Inc.

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) 486-4659

EXHIBIT A Software Terms and Conditions

1. Definitions.

- 1.1 "Cure Period" means the thirty (30) days from receipt of a notice from a party that the other party will have to cure the breach to the reasonable satisfaction of the notifying party.
- 1.2 "Designated Users" means the maximum number of users or other quantity designation identified on an Order Form who are authorized to use the Software.
- 1.3 "Documentation" means the then-current electronic or printed material, operating and technical documentation relating to the functions, features or specifications and operations of the applicable Software and made available by CONTRACTOR. Documentation excludes all marketing materials, proposals, demonstrations and content made available for instructional or informational purposes only.
- 1.4 "Hardware" means any physical components of a computer or other electronic system which is sold to the COUNTY and described on an Order Form.
- 1.5 "Maintenance" means updates to the Software which CONTRACTOR incorporates into the Software and does not separately price or market, together with using reasonable efforts to provide COUNTY with avoidance procedures.
- 1.6 "Order Form" means an Order Form Agreement, a Statement of Work, other purchase orders, order form or similar entered into by CONTRACTOR and COUNTY and referring to this Agreement.
- 1.7 "Permitted Users" means the natural persons authorized by COUNTY to use the Products within the scope of the License and who each have an ID (profile) and password.
- 1.8 "Perpetual License" means a license to use the Software that does not have a term limit identified on an applicable Order Form.
- 1.9 "Products" means the Software and/or Hardware, together with its applicable Documentation, which have been included in an Order Form.
- 1.10 "Release" means the edition of a Product after it has been designated as a release and made generally available by CONTRACTOR.
- 1.11 "Services" means training, implementation, consulting, subscription or other services provided by CONTRACTOR, excluding Support.
- 1.12 "Software" means the software code and media described in an Order Form and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by CONTRACTOR under applicable Maintenance or Support, and any copies made available to the COUNTY.
- 1.13 "Subscription License" means a license to use the Software that has a specific term limit identified on an applicable Order Form.
- 1.14 Service Level Expectation ("SLE") means CONTRACTOR's then-current document describing the levels of Support available for purchase by COUNTY under an Order Form, and the documents referenced therein. When a COUNTY purchases premium levels of Support, CONTRACTOR reserves the right to supplement its then-current SLE by attaching an amendment to an applicable Support Order Form.
- 1.15 "Support" means the level of maintenance and support services described in an Order Form and in the then-current SLE and purchased by COUNTY for the CONTRACTOR Products listed in that Order Form.
- 1.16 "Maintenance and Support Term" means: (a) the Initial Term Maintenance and Support Term or (b) any Maintenance and Support Renewal Term under the applicable Order Form.

2. **Software License.** Upon execution of an Order Form by CONTRACTOR and subject to compliance with this Agreement, CONTRACTOR will provide COUNTY a non-exclusive and non-transferable license to use and to allow its Permitted Users to use or access the Products described in the Order Form in the case of Software Products, in object code form only (the "License"). The License granted is up to the maximum number of Designated Users identified on the Order Form and is only for internal use by COUNTY and Permitted Users for COUNTY's business operations. In no way does the License grant the COUNTY and its Permitted Users the right to grant sub-licenses or authorizations, whether exclusive or non-exclusive, to third parties for access to or use of the Software.

3. **Software License Limitations.** COUNTY and its Permitted Users shall not: (i) adapt the Software or create derivative versions of the Software; (ii) transmit, distribute or supply, whether by rental, sale, licensure, loan, or any other mechanism, partially or in full, the Software to any third party; (iii) rework the Software (e.g., for the purpose of correcting deficiencies) or make additions or improvements to the Software; (iv) reverse engineer the Software or attempt to derive source code from the Software; (v) alter or modify the Documentation; (vi) use the Software to provide support to or a service to any third party; (vii) copy the Software for any reason (including in a virtual environment, creating a test environment, redundant environment, for disaster recovery purposes, or replication of the Software, except to the extent CONTRACTOR has given prior written consent to COUNTY to copy the Software or the COUNTY has licensed additional copies of the Software for the above purposes; (viii) remove or alter any of the confidential, proprietary or intellectual property rights notice(s) embedded in or that CONTRACTOR otherwise provides with the Software; and (ix) simultaneously use the same User ID (profile) on more than one computer terminal or access point. Upon request during the Maintenance and Support Term and for a nominal handling charge, CONTRACTOR will provide COUNTY additional copies (either by CD/DVD or electronic format) of the Software listed in an Order Form (subject to the Designated Users for those Products).

The License is a temporary license until full payment for the Software has been received by CONTRACTOR in accordance with the Payment section of the Order Form.

4. Delivery and Installation.

- 4.1 CONTRACTOR will promptly deliver or make available to COUNTY one copy of the Software and Hardware as listed in an Order Form. Unless stated otherwise on an Order Form title to any delivered Hardware passes at place of shipment (subject to the License), unless prohibited by applicable law. COUNTY hereby acknowledges and agrees that all right title, and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in CONTRACTOR, and COUNTY shall not hold itself as having any ownership or other rights with respect thereto.
- 4.2 Except as otherwise agreed in an Order Form, COUNTY is responsible for all work and expenses associated with the installation of the Software and Hardware, delivery, training, data conversion, implementation and other services.

5. **Services.** The applicable Order Form will state (i) the rates and basis on how Services will be provided to COUNTY, and (b) that COUNTY will reimburse

CONTRACTOR for actual travel and out-of-pocket expenses incurred when rendering on-site Services, Support or other warranty services in accordance with Section 21.3. In the provision of Services to COUNTY, CONTRACTOR may share information of COUNTY with its business partners as may be necessary to provide Services to COUNTY. Any business partner engaged by CONTRACTOR to assist in the provision of Services to COUNTY will adhere to the Confidential Information standards contained in Section 12.

6. Maintenance and Support Services.

6.1 **Maintenance and Support.** CONTRACTOR will provide COUNTY with the level of Maintenance and Support identified on an Order Form for specified Products to the extent COUNTY pays CONTRACTOR the applicable fees as set forth on an Order Form ("Maintenance and Support Fees"). Subject to the level of Maintenance and Support purchased and Section 6.4(b), Maintenance and Support will include: (a) help desk support, (b) corrections to allow the unmodified Software (when properly installed and configured) to operate materially and substantially as described in the Documentation for those Software (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by CONTRACTOR), and (c) updates and new Releases of the Software when made generally available by CONTRACTOR for installation and use by COUNTY. New Software requires a separate Order Form and is not provided as a new Release or as part of Support for other Software. Any Support services undertaken as a result of COUNTY's failure to comply with these conditions will be charged at CONTRACTOR's then-current time and materials rates.

6.2 **Limitations on Maintenance and Support.** All Support will be part of the applicable Products and will be performed pursuant to the CONTRACTOR Support guidelines listed in the SLE and this Agreement. CONTRACTOR's obligation to provide COUNTY with Support for the Products owned by parties other than CONTRACTOR is limited to providing COUNTY with the Support that the applicable third-party owner provides to CONTRACTOR for that Product. In this regard, to the extent that an agreement authorizing CONTRACTOR to resell or sublicense a third-party's Product is terminated or expires prior to the expiration of the term of that Product, then CONTRACTOR's obligation to provide Support to COUNTY for that Product, and COUNTY's obligation to pay CONTRACTOR for such Support for that Product, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. COUNTY must provide CONTRACTOR with such facilities, equipment and support as are reasonably necessary for CONTRACTOR to perform its obligations under this Agreement, including remote access to the Products.

6.3 Additional Maintenance and Support Provisions.

- a. During the Initial Maintenance and Support Term (as indicated in the Order Form), CONTRACTOR (i) will directly or indirectly provide Maintenance and Support to COUNTY for the Products pursuant to guidelines listed in the then-current SLE and any amendments associated with an executed Order Form and (ii) will not materially degrade its Support practices.
- b. COUNTY is responsible for licensing and paying for additional third party products that may be required for use of upgrades, enhancements or new Releases of the Products.
- c. Unless otherwise described in an applicable Order Form, CONTRACTOR does not maintain or support Products modified outside of Support or Services provided by CONTRACTOR.
- d. CONTRACTOR may make coterminous the annual renewal dates for Maintenance and Support purchased under one or more Order Forms.
- e. If COUNTY terminates Maintenance and Support and subsequently seeks reinstatement of Maintenance and Support, COUNTY agrees to pay CONTRACTOR a reinstatement fee equal to two percent (2%) per month, for a period up to twenty-four months, of the then-current list price for its licensed Products. After twenty-four months, COUNTY agrees that it must repurchase all Products it wants under Support at CONTRACTOR's then-current list price.
- f. Maintenance and Support Fees are refundable in proportion to the remaining term of the License.

6.4 Hardware/ Software Relocation, Modification, and Improper Use.

- a. COUNTY shall advise CONTRACTOR promptly of any change in location or modification to any Products covered by this Agreement. If such change, in CONTRACTOR's opinion, increases the cost of testing or repairs, CONTRACTOR reserves the right to increase COUNTY's Maintenance and Support Fees. Licensee will be immediately advised of the increased costs and may terminate the agreement within 10 days of the notice of increased costs. If the change creates a safety hazard or is likely to cause product malfunctions, CONTRACTOR may, with COUNTY's concurrence and at COUNTY's expense, correct the condition and continue to perform maintenance. If the condition cannot be corrected to CONTRACTOR's satisfaction, CONTRACTOR reserves the right to terminate Support under this Agreement.
- b. CONTRACTOR shall be under no obligation to provide Support if:
 - (1) The Products have been modified or moved without CONTRACTOR's prior written approval;
 - (2) The Software identification marks have been removed or altered;
 - (3) The host computer does not conform to the update level necessary to support the Software or has been modified, other than by CONTRACTOR personnel, so as not to conform to the specifications for which the Software was designed;
 - (4) COUNTY's version of the Software is no longer supported; or
 - (5) COUNTY is using the Software in violation of the terms of this Agreement.

7. Limited Warranty and Disclaimer of Warranty.

7.1 Limited Warranty by CONTRACTOR.

- a. **Software Warranty.** At the time of shipment of the Software, CONTRACTOR warrants that (a) the applicable media for the Software will be free of defects, (b) CONTRACTOR will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have knowingly (based on the results of that scanning and cleaning) delivered Software containing any viruses, time bombs or other undocumented programs which inhibit the use of the Software, and (c) Software will include the functionality described in the Documentation for the Software.
- b. **Hardware Warranty.** Unless otherwise stated on an applicable Order Form, CONTRACTOR warrants for a period of one year, beginning on the date of shipment that the Hardware is free from defects in material and workmanship. CONTRACTOR's obligation under any Hardware warranty is limited to repairing and replacing, at CONTRACTOR's option, the Hardware at no charge to COUNTY.
- c. **Software and Hardware Warranty Conditions.** The Software and Hardware warranties set forth in Sections 7.1a and 7.1b are conditioned upon (i) COUNTY's proper use, maintenance, management and supervision of the Software and Hardware, (ii) use with supplies or consumable materials supplied by CONTRACTOR, (iii) use with a suitable operating environment, (iv) the absence of any intentional or negligent act or other cause external to the Software or Hardware affecting their operability or performance, and (v) the conditions set forth in Section 7.3.

7.2 Disclaimer of Warranty. THE LIMITED WARRANTIES IN THIS SECTION 7 ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER

WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION, HARDWARE, SUPPORT, MAINTENANCE, AND SERVICES, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY, SYSTEM INTEGRATION AND OF FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE. FURTHER, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT PRODUCTS OR ANY SUPPORT WILL BE USABLE BY COUNTY IF THE PRODUCT HAS BEEN MODIFIED BY ANYONE OTHER THAN CONTRACTOR, OR WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN IDENTIFIED IN THE DOCUMENTATION. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, HARDWARE OR SERVICES ARE FREE OF NONMATERIAL DEFECTS OR THAT THEY WILL MEET THE SPECIFIC REQUIREMENTS OR NEEDS OF COUNTY'S BUSINESS.

- 7.3 **Abrogation of Limited Warranty.** The limited warranties in this Section 7 will be null and void to the extent that (i) without the prior written approval of CONTRACTOR, which will not be unreasonably withheld, Support is performed on the Products by any party other than CONTRACTOR or an CONTRACTOR-approved party, or (ii) any addition to, removal from or modification of the Products is made without CONTRACTOR's approval. All parts replaced under warranty will become the property of CONTRACTOR. COUNTY will be responsible for the cost of all requested Support and Services provided by CONTRACTOR, which is not covered pursuant to a stated warranty.
- 7.4 **Failure of Essential Purpose.** THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTION 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER COUNTY HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.
- 7.5 **Secondary Use for Notification.** COUNTY understands and agrees that any Product used to assist in providing system notification to its users is limited to secondary notification only and that COUNTY's own systems provide primary notification. CONTRACTOR disclaims any warranty or responsibility for providing system notification to COUNTY's users.

8. Remedies.

8.1. COUNTY's Remedies.

a. COUNTY's exclusive remedies, and CONTRACTOR's exclusive obligations, for a breach by CONTRACTOR of the Software Warranty or Hardware Warranty are as follows:

- (i) CONTRACTOR will provide Support (if purchased by COUNTY) to repair, replace or furnish an upgrade of the non-conforming Products to enable those Products to comply with the applicable Software Warranty or Hardware Warranty; and
- (ii) if CONTRACTOR does not comply with Section 8.1(a)(i) within the applicable Cure Period, COUNTY may terminate Support and CONTRACTOR will refund the fees paid by COUNTY to CONTRACTOR for the non-conforming Products, subject to the limitations in Section 9.

b. COUNTY's exclusive remedies for breach of CONTRACTOR's Service obligations are as follows:

- (i) CONTRACTOR will re-perform or re-deliver those Services at no additional charge within the Cure Period; and
- (ii) if CONTRACTOR does not complete that re-performance within the applicable Cure Period, COUNTY may terminate the Services and CONTRACTOR will refund the fees paid by COUNTY to CONTRACTOR for those Services not re-performed and timely cured, subject to the limitations in Section 16.

8.2. CONTRACTOR's Remedies.

- a. CONTRACTOR may suspend or terminate Support and/or Services at any time if any CONTRACTOR invoices that are then due and payable, are not paid within fifteen (15) days after CONTRACTOR informs COUNTY of non-payment.
- b. CONTRACTOR may terminate an Order Form and the applicable License under that Order Form if any undisputed License fee invoices under that Order Form are not paid by COUNTY within fifteen (15) days after notice of late payment.
- c. COUNTY will promptly destroy or return to CONTRACTOR all Products if the License and the Agreement terminate as described in this Sections 8.2(b) and 8.2(c).

9. **LIMITATION OF LIABILITY.** EXCEPT ONLY FOR (i) INDEMNIFICATION BY CONTRACTOR FOR THIRD PARTY CLAIMS UNDER SECTION 8 ABOVE, (ii) BODILY INJURY, (iii) DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (iv) CONTRACTOR'S BREACH OF ITS OBLIGATIONS UNDER HIPAA, CONTRACTOR'S AGGREGATE AND CUMULATIVE LIABILITY FOR RESCISSION AND/OR DAMAGES TO COUNTY WILL BE, WHETHER IN CONTRACT OR TORT, LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE AGGREGATE FEES PAID BY COUNTY TO CONTRACTOR, EXCLUDING FEES PAID MORE THAN ONE YEAR PRIOR TO COUNTY'S INITIAL NOTICE OF THE CLAIM TO CONTRACTOR. IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, CONTRACTOR'S CUMULATIVE LIABILITY TO COUNTY WILL BE AN AMOUNT NOT TO EXCEED THE FEE REASONABLY ASCRIBED BY CONTRACTOR FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY. IN NO EVENT WILL EITHER PARTY, WITH EXCEPTION OF A VIOLATION OF SECTION 3 OF THIS AGREEMENT BY COUNTY, BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF DATA OR BUSINESS INTERRUPTION WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY WILL SEEK OR APPLY FOR SUCH DAMAGES.

10. **COUNTY Responsibilities.** Throughout the term of this Agreement, COUNTY shall take the following actions, and COUNTY acknowledges that the obligation to provide Services and Support is conditioned upon COUNTY taking such actions:

- (a) Follow all installation, operation and maintenance instructions.
- (b) Provide the specified environment, electrical and telecommunication connections.
- (c) Provide access to the Products to enable the performance of maintenance.
- (d) Have a representative available during any on-site Services or Support activity.
- (e) Maintain a procedure external to the Software and host computer for reconstruction of lost or altered files, data or programs to the extent COUNTY deems necessary.

11. License Term.

11.1 11.2 Subscription License. The license term for Software identified on a fully executed Order Form as being a subscription will be for the initial term identified on the Order Form ("Initial Term"), is subject to compliance with this Agreement, and may be terminated as provided herein.

12. Confidential Information.

12.1 Confidential Information means: software code and benchmark tests for the Products, Documentation, Services, and Support; pricing; non-standard CONTRACTOR contract terms; Permitted User ID (profile) and passwords; COUNTY financial information; data; and all other information reasonably believed to be confidential, but excludes:

- a) information made generally available without restriction by the disclosing party or by an authorized third party;
- b) information known to the receiving party independent of disclosures by the disclosing party;
- c) information independently developed without access to or use of the disclosing party's Confidential Information; or
- d) information that must be disclosed pursuant to court order. COUNTY's Confidential Information also excludes any new features or functionality suggested by COUNTY for the Products.

12.2 The parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under this Agreement.

12.3 The parties will have the right of injunctive relief to maintain compliance with this Section 12 and to prevent unauthorized disclosure, use or export of the Products or other Confidential Information.

EXHIBIT B

ORDER FORM – Q-00012278

Executed under separate cover

EXHIBIT C

STATEMENT OF WORK Q-00012278

Executed under separate cover

SERVICE AGREEMENT

for

WIRELESS (PAGING) SERVICES

between

COUNTY OF RIVERSIDE

and

SPOK INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
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	
Exhibit A-Scope of Service.....	
Exhibit B- Monthly Service Rates	
Exhibit C – Contractor Operating Procedures.....	

This Agreement, made and entered into this ____ day of _____, 2021, by and between Spok, Inc., a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside University Health System (RUHS) (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Monthly Service Rates, to the Agreement.

1.2 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.

1.3 CONTRACTOR affirms that 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 Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 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.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, with a one (1) year renewal option by written amendment only, through June 30, 2025, 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.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed One Hundred Eighteen Thousand Seven Hundred Eighty-One Dollars (\$118,781) 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 Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 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 the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 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. For this Agreement, send the invoices to:

RUHS Information Services (IS) Business Office

Email – RUHS_IS_Business_Office@ruhealth.org and AP@ruhealth.org

- 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 (MCARC-91505-003-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly.

3.4 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 Code, 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.

4. Alteration or Changes to the Agreement

4.1 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.

4.2 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.

5. Termination

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

5.2 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.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) 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.

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

5.5 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.

5.6 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.

5.7 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.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all Work for Hire 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.

7. Conduct of Contractor

7.1 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.

7.2 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.

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

8. Inspection of Service; Quality Control/Assurance

8.1 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.

8.2 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.

9. Independent Contractor/Employment Eligibility

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10. 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.

11. Disputes

11.1 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.

11.2 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.

12. 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.

13. 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. 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.

14. Non-Discrimination

CONTRACTOR shall not 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. S1210 et seq.) and all other applicable laws or regulations.

15. 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.

16. 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.

16.2 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.

16.3 For wireless services only (non-encrypted devices): Telecommunication companies that provide paging services such as CONTRACTOR, generally are considered conduits because they merely provide data transportation/transmission services. An entity is considered a "business associate" if it creates, transmits, maintains, or receives PHI on behalf of a covered entity for a function or activity regulated by HIPAA. See 45 C.F.R. § 160.103 (definition of "Business associate"). An entity that merely acts as a conduit for PHI, however, is not considered a business associate and is not subject to the various obligations imposed on business associates by HIPAA. The "conduit exception" is narrow and applies only to entities that simply transport or transmit PHI, including any temporary storage of transmitted data incident to such transmission. The key distinction is that a conduit transports/transmits PHI but, unlike a business associate, does not access it other than on a "random or infrequent basis as necessary to perform the transportation service or as required by law." 78 Fed. Reg. 5571-72 (<https://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>)

17. 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.

18. 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

RUHS Purchasing Department
14375 Nason Street, 2nd Fl, Suite 208
Moreno Valley, CA 92555

CONTRACTOR

Spok, Inc.
5911 Kingstowne Village Pkwy, 6th Fl
Alexandria, VA 22315
Attn: Legal Affairs

19. 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.

20. 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.

21. Hold Harmless/Indemnification

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 negligence, 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. Except only for (i) indemnification by CONTRACTOR for third party claims WITH REGARDS TO INFRINGEMENT (ii) bodily injury, (iii) direct damage to real or tangible personal property to the extent caused by CONTRACTOR's negligence , OR (iv) CONTRACTOR'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S AGGREGATE AND CUMULATIVE LIABILITY FOR RESCISSION AND/OR DAMAGES TO COUNTY OF RIVERSIDE WILL BE, WHETHER IN CONTRACT OR TORT, LIMITED TO THE COVERAGE AMOUNTS OF CONTRACTORS INSURANCE.

21.2 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.

21.3 Where applicable, 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.

21.4 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.

22. Insurance

22.1 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 \$2,000,000 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. 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. 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance. 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.

23. General

23.1 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.

23.2 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.

23.3 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.

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

23.5 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.

23.6 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.

23.7 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.

23.8 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.

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

23.10 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).

23.11 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.

23.12 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.

24. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on next page]

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: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: OCT 05 2021

SPOK, INC.

By: [Signature]
Name: Sharon Woods Keisling
Title: Treasurer & Corporate Secretary

Dated: Jun 29, 2021

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

1) USE OF PAGING SERVICES AND PAGING EQUIPMENT BY COUNTY.

a) **General.** CONTRACTOR provides the Services through authority granted to it by the Federal Communications Commission (the “*FCC*”). The use and provision of the Services and Equipment are subject to the rules and regulations of the FCC and applicable federal, state and local regulatory authorities in effect during the term hereof, and COUNTY agrees to comply with all of such laws, and with such reasonable conditions as CONTRACTOR may require from time to time, including but not limited to compliance with Spōk, Inc.'s Acceptable Use Policy, its Privacy Policy, and all other policies and procedures related to the Services and Equipment, in connection with its use of the Services and Equipment under this Agreement. COUNTY may not use, nor permit any of its Subscribers to use, the Services and/or Equipment for promotional purposes or for resale. Neither COUNTY nor any Subscriber may transfer any of the Services or Equipment without the prior written approval of CONTRACTOR. COUNTY and its Subscribers may only use the Services and Equipment for personal and lawful purposes and for the purposes intended. CONTRACTOR will designate, coordinate and assign for COUNTY and the Subscribers the capcodes, personal identification numbers, email addresses and telephone numbers (collectively, the “*Numbers*”) for all Equipment using Services provided by CONTRACTOR. Neither COUNTY nor the Subscribers shall obtain any ownership interest in, or exclusive right to use, such Numbers. CONTRACTOR reserves the right to assign, designate, reassign or change Numbers as reasonably necessary in the conduct of its business. COUNTY will not permit any Number to be used by more than one unit of Equipment.

b) **Excessive Use of Network.** (i) Subject to CONTRACTOR’s Acceptable Use Policy, and other general terms and conditions contained in this Agreement or incorporated herein and available at www.spok.com, all uses of CONTRACTOR’s networks, including without limitation under Service plans that allow for an unlimited number of messages or characters (“Unlimited Use Plans”) are subject to all reasonable restrictions on use that CONTRACTOR may impose, at its sole discretion and without prior notice, for protection of the networks and other CONTRACTOR customers. Unless otherwise expressly agreed by CONTRACTOR in writing, Services, including those under Unlimited Use Plans cannot be used for: (1) uploading, downloading or streaming of movies, music or games, (2) with server devices or with hosted computer applications, including, but not limited to, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (3) as a substitute or backup for dedicated data connections.

(ii) CONTRACTOR reserves the right to limit throughput or amount of data transferred, and deny or terminate service, without notice, to COUNTY if the CONTRACTOR believes COUNTY is using any Usage Plan in any manner prohibited herein or that adversely impacts CONTRACTOR’s network or service levels. CONTRACTOR reserves the right to protect its network from harm, which may impact legitimate data flows, by disconnecting customers or limiting their access to the network in the event of any violations of these provisions. CONTRACTOR also reserves the right to treat excessive use of the Service as a material breach of this Agreement and to permanently terminate service to COUNTY for such excessive use.

Excessive use is defined as:

INPUT PROTOCOL	MAXIMUM MESSAGES ALLOWED PER TIME FRAME	TIME FRAME (in seconds)	MAXIMUM MESSAGES PER DAY
SMTP	15	300	1000
WCTP	15	300	1000
HTML	10	180	1000
TAP	30	300	3000
SNPP	15	300	1000

2) **LEASE OF EQUIPMENT.** If COUNTY leases any Equipment from CONTRACTOR hereunder, the following terms and conditions shall apply:

a) **Selection and Availability of Equipment.** COUNTY shall be responsible for the selection of models of Equipment in accordance with its desired use and functionality and shall be responsible for payment with respect to all Equipment ordered by any of its Subscribers. CONTRACTOR may provide new or refurbished Equipment to COUNTY. The models of Equipment listed on Exhibit A, as the same may be amended from time to time, are subject to availability from the manufacturer, and may be discontinued or replaced by other models at any time.

b) **Title to the Equipment; Risk of Loss.** Title to all Equipment leased by CONTRACTOR to COUNTY shall remain in CONTRACTOR. Promptly (not to exceed ten (10) days) upon (i) the expiration or termination of this Agreement, or (ii) such time as the Equipment is no longer in use by COUNTY, COUNTY shall return (at its sole cost and expense) all leased Equipment (or items of Equipment no longer in use, as the case may be) to CONTRACTOR in accordance with CONTRACTOR's shipping instructions. COUNTY shall be responsible for the safekeeping of all such Equipment and shall return same to CONTRACTOR in substantially the same condition as it was received by COUNTY, reasonable wear and tear excepted. CONTRACTOR WILL CONTINUE TO CHARGE COUNTY THE MONTHLY LEASE AND SERVICES CHARGES FOR EACH ITEM OF EQUIPMENT UNTIL IT IS RETURNED TO CONTRACTOR IN GOOD CONDITION OR COUNTY HAS PAID THE FULL REPLACEMENT COST THEREFORE. Notwithstanding the foregoing, upon the expiration or earlier termination of this Agreement, in the event COUNTY has not returned Equipment by the sixtieth (60th) day thereafter, COUNTY shall pay CONTRACTOR the full replacement cost of such Equipment. Subject to the remainder of this Section 2(b), in the event COUNTY returns Equipment that is damaged or has missing parts, CONTRACTOR shall charge COUNTY for all replacement parts and repairs charges in effect at such time. Devices that have been contaminated with bio-hazardous waste or devices that have been submerged in any liquid must not be shipped or returned to CONTRACTOR. Such devices are considered damaged beyond repair and should be disposed of using COUNTY's appropriate occupational health

and safety protocols. COUNTY shall be responsible for the replacement cost set forth on Exhibit B for any lost or stolen Equipment, or Equipment which is damaged beyond repair, unless COUNTY has purchased the Loss Protection Plan described on Exhibit B. CONTRACTOR shall invoice COUNTY for Services and the monthly lease charges with respect to each unit of Equipment until COUNTY either: (i) provides CONTRACTOR with written notice of any lost or stolen Equipment, or Equipment which is damaged beyond repair, and makes a claim under the Loss Protection Plan, if COUNTY has elected to participate in such plan, or (ii) pays CONTRACTOR the replacement cost set forth on Exhibit B.

c) **Warranty and Repair.** COUNTY may return for exchange any item of leased Equipment that is defective at any time during the term of this Agreement, and CONTRACTOR, at its option, shall repair such Equipment or replace it with substantially similar Equipment. Subject to Section 6(b) above pertaining to Equipment that has been damaged beyond repair, in the event such leased Equipment is damaged while in COUNTY's possession, or is returned to CONTRACTOR with parts missing, CONTRACTOR shall charge COUNTY for such repair or replacement of such Equipment (including, without limitation, for all replacement parts, repair charges and handling fees in effect at such time).

3) WARRANTY DISCLAIMER.

a) **THE LIMITED WARRANTIES AND REMEDIES CONTAINED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY CONTRACTOR. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE SERVICE, THE EQUIPMENT OR ITS FACILITIES, NETWORK OR SYSTEM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WHICH CONTRACTOR SPECIFICALLY DISCLAIMS.** If any court finds any such warranty to exist, CONTRACTOR's liability for any imputed breach thereof shall not exceed the proportionate charges to COUNTY during the month in which such imputed breach occurs.

b) Without limiting the generality of the foregoing, telecommunications services, including the Services, may be adversely affected by various conditions, including but not limited to electrical interference, terrain, weather, Acts of God or governmental authority (including limitations on the availability of telephone numbers or spectrum), equipment failure, user error and the failure of any satellite or other connecting telecommunications facilities, or circumstances beyond CONTRACTOR's control (each a "Force Majeure Event"). Periodic service interruptions may be necessary to perform maintenance on the networks and facilities. CONTRACTOR, therefore cannot and does not guarantee the availability of the Services at all times and under all circumstances, nor that all messages will be received in a timely manner. Wireless messaging services, which do not utilize an encrypted device, are not secure methods of transmission, and CONTRACTOR cannot and does not guarantee against improper actions of third parties that interfere with the privacy of messages or the integrity of the Services. Services related to databases and information content may contain inaccuracies from time to time that occur at the source or in the transmission process (including but not limited to errors in stock quotations, sports results and news reports), and CONTRACTOR cannot and does not guarantee the accuracy or availability of such Services. CONTRACTOR's prices for the Services do not include insurance for these inherent risks.

c) **NOTICE TO SUBSCRIBERS REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service).** Spok, Inc. presently does not transmit

wireless emergency alerts. Notice required by FCC Rule 47 C.F.R. § 10.240 (Commercial Mobile Alert Service).

4) **LIMITATION ON LIABILITY.** EXCEPT FOR THE ADJUSTMENTS DESCRIBED IN SECTION 5(d) BELOW, NEITHER CONTRACTOR NOR ANY THIRD PARTY PROVIDER THAT CONTRACTOR HAS EMPLOYED TO PROVIDE SERVICES OR EQUIPMENT HEREUNDER SHALL BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM USE OF THE SERVICES AND EQUIPMENT BY COUNTY AND ITS SUBSCRIBERS, INCLUDING WITHOUT LIMITATION, ANY LOSS OR DAMAGE ARISING FROM ANY DELAY, LOSS OR INTERRUPTION OF THE SERVICE, OR FROM ANY MISSED OR INCOMPLETE PAGE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY DESCRIPTION, REGARDLESS OF THE CAUSE THEREFOR, INCLUDING, WITHOUT LIMITATION, ANY ACTION ARISING IN TORT, CONTRACT OR OTHERWISE EVEN IF THE PARTY KNEW OR HAD BEEN ADVISED THEREOF.

5) **BILLING, PAYMENT AND BILLING DISPUTES.**

a) **Prices.** COUNTY shall pay CONTRACTOR for Services and Equipment on behalf of itself and all of its Subscribers in accordance with the applicable rates set forth on Exhibit B. Any increase in rates will be mutually agreed to by both parties in the form of a written amendment to this Agreement.

b) **Taxes; Other Pass-Through Charges.** Unless otherwise specifically set forth therein, the rates set forth on Exhibit B do not include: (i) taxes or similar charges imposed by any law, ordinance, regulation, order or act of any governmental agency, (ii) any charges passed on to customers by reason of contributions CONTRACTOR is required to make to any regulatory, governmental or quasi-governmental program, including without limitation federal and state Universal Service Funds (and any other regulatory fees), or other surcharge by any government agency; or (iii) the costs, fees and/or charges associated with the administration thereof. COUNTY will be responsible for paying any sales, license and use taxes, fees (including, without limitation, Universal Service Fund charges) and assessments levied by any local, state or federal government or governmental agency with respect to its purchase or lease of Services and Equipment under this Agreement. Notwithstanding anything to the contrary contained herein, CONTRACTOR will have the right at any time, including without limitation during the Initial Term of this Agreement, to pass through and invoice to COUNTY any amounts imposed by third parties such as governmental agencies, telecommunications carriers or vendors that have the effect of increasing CONTRACTOR's costs of providing Services and/or Equipment to COUNTY. COUNTY will be notified in writing of any new charges. If COUNTY is exempt from sales or other taxes, it shall provide evidence of such exemption to CONTRACTOR; provided, that no exemption from taxes shall eliminate COUNTY's obligation to pay charges associated with non-tax fees and assessments, including without limitation Universal Service Fund charges.

c) **Payment Terms.** Fees and charges for recurring Services, Equipment leasing and Equipment installment purchases will be invoiced to COUNTY monthly in advance (along with any taxes, Universal Service Fund and other regulatory charges and administrative charges applicable to or assessed against such Services and Equipment, and sums carried forward). Overcalls and other non-recurring fees, if any, for the month shall appear on the subsequent month's invoice. All Equipment purchases (other than installment

purchases) will be invoiced upon delivery and will be due on receipt. COUNTY shall make payment within thirty (30) days after the date of the invoice. Balances which remain unpaid for more than thirty (30) days shall also bear interest at the rate of one and one-half percent (or the highest lawful rate, if lower) per month beginning with the date of the invoice in which the amount was first billed to COUNTY. CONTRACTOR MAY TEMPORARILY SUSPEND OR PERMANENTLY TERMINATE THE SERVICES TO COUNTY AND SUBSCRIBERS IF COUNTY DOES NOT PAY INVOICES WITHIN SUCH THIRTY (30) DAY PERIOD. COUNTY agrees to reimburse CONTRACTOR for any charges, costs and expenses (including attorney's fees and expenses) incurred by CONTRACTOR in collecting any fees or charges described in this Agreement.

d) **Credit For Service Interruption.** In the event that Service is interrupted, COUNTY's sole and exclusive remedy shall be the pro rata adjustment to the fixed monthly charges for Service (an "Adjustment"); provided that if an interruption does not impact all of COUNTY's Equipment, an Adjustment under this Section shall only be assessed against the pro rata monthly charge applicable to the affected Equipment. Notwithstanding the foregoing, an Adjustment shall only be made (i) for interruptions of more than thirty-six (36) consecutive hours in duration and (ii) from the time CONTRACTOR receives notice from COUNTY of such interruption until the termination of such interruption. Such notice may be given by telephone and confirmed by email. CONTRACTOR shall not be obligated to make an Adjustment in the event that the interruption is caused by (i) COUNTY, Subscriber or any person using COUNTY's Equipment, including, among other things, (a) failure to comply with the Equipment's operating instructions or (b) any breach hereunder, (ii) any Force Majeure Event, (iii) scheduled outages or similar activities reasonably necessary or appropriate for the proper or improved operations of the CONTRACTOR, (iv) the Equipment, or (v) signal or coverage limitations.

6) **TERMINATION OF PAGING SERVICES.**

COUNTY may terminate service on one or more, but less than all, units under COUNTY's account upon thirty days' prior written notice. If COUNTY has ten (10) or more wireless devices in service and at any time terminates service on twenty (20) percent of the units in service, the COUNTY shall pay CONTRACTOR the monthly fee for each terminated device multiplied times the number of months remaining in the Term of this Agreement.

7) **COUNTY INFORMATION.** "COUNTY Proprietary Network Information" or "CPNI" is information that relates to the quantity, technical configuration, type, destination, and location of, and amount COUNTY uses, the telecommunications service to which COUNTY subscribes, and that is made available to CONTRACTOR by COUNTY solely by virtue of the carrier-COUNTY relationship. It does not include information such as name, telephone, number, address or advertising classification; that is, the kind of information that appears in a telephone book. CONTRACTOR can use CPNI without COUNTY's consent to do any of the following:

- (i) provide COUNTY with the services it ordered and bill COUNTY for them;
- (ii) protect CONTRACTOR's rights or property, or to protect our other users and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, CONTRACTOR's services;
- (iii) market service offerings to COUNTY in the same category of services (i.e., wireless services) to which you subscribe;
- (iv) provide COUNTY with paging units or other equipment to be used in providing services to COUNTY, and provide maintenance and repair services to that equipment;
- (v) provide COUNTY with information services, such as the news feeds that COUNTY can receive over its paging unit(s); and/or

(vi) comply with law or legal process (such as a warrant or subpoena).

CONTRACTOR does not otherwise access or use CPNI, or share CPNI with third parties. Other than for the foregoing purposes, under the rules of the FCC, COUNTY has rights to restrict the use of, disclosure of, and access to its CPNI. Consequently, if in the future CONTRACTOR wishes to use or access COUNTY's CPNI for purposes other than those described in this Section 20(b), or disclose it to third parties, it will give COUNTY written or electronic (*i.e.*, e-mail) notice of the type of use or disclosure it wishes to make of CPNI, explaining COUNTY's rights to "opt in" or "opt out" of such use or disclosure. BY SIGNING THIS AGREEMENT, COUNTY AGREES TO CONTRACTOR PROVIDING COUNTY WITH NOTICE REGARDING CPNI VIA E-MAIL.

**EXHIBIT B
MONTHLY SERVICE RATES**

Service Type	Usage	Price	
Alphanumeric device & group capcode	Unlimited	\$3.75	
Numeric		\$1.75	
Spok Mobile		\$5.00	
Spok Mobile with one-way pager		\$6.00	
Spok Mobile with two-way pager		\$7.95	
ReadyCall		\$4.00	
2way Nationwide		10K / .0010 Overcall allowance	\$7.95
Extended Coverage Options		Extended Usage Options	
Additional Coverage (One-way)		Additional Usage (one-way & two-way)	
Statewide (CA/FL/NY/OH/PA/TX)	\$0.00	Unlimited 0.00	
Two States	\$1.50	Additional Usage (Two-way)	
Three States	\$3.00		TD 75K char/0.0006 \$5.00
Four States	\$4.50		T7 Unlimited \$9.00
Regional	1 region \$9.00 2 region \$12.00	*Above listed prices are in addition to base rates	
Nationwide	\$17.00		
*Above listed prices are in addition to base rates			
Features		Price (in addition to base rate)	
Personal 800#		\$9.99	
Additional Phone #		\$1.00	
CellText (SMS)		\$4.95	
MyAlias (Vanity – john.doe@usamobility.net)		\$1.00	
Voicemail and Prompts		MP1-\$8.95 MP2-\$5.95 MP4-\$2.95 VPP-\$0.00 VPD-\$0.00 NRT-\$1.00	
Message Carbon Copy (MCC)		\$3.00	
Message Forward (MFC)		\$1.00	
MultiMessenger Group Leader (WME Group)		\$13.75	
Encryption (ENC – T5 device only)		\$2.50	
ReadyCall Charger		\$1.95	
Spare Devices – 10% one-way devices at no charge – per billable account		Price for additional devices	
Alphanumeric		\$4.00	
2-way		\$10 per device, not included in 0.00 allotment	
Type	Protection	Equipment charge W/Protection	Equipment charge without Protection, purchase only and/or damage beyond repair
Alphanumeric	.50	\$20.00	\$40.00
Numeric	.25	\$10.00	\$20.00
2way (P9, T9)	.25	\$25.00	\$99.00
2way (M9, S9)	\$1.00	\$50.00	\$149.00
Sr082688Notify@Once			
\$2.00 Receive or Send only Administrator		\$4.00 Receive and Send	\$10.00

Fees/Surcharges	Price
Shipping – per shipment	Ground – no charge SSD \$10.00 / NAM \$20.00 / NDS \$25.00
Pay Phone Charge	Exempt
Late Fee	Exempt
Administrative Fee	3.00
Universal Service Fund	2.256% - subject to change quarterly
Regulatory Administrative Cost	\$0.25
Pager Device Connect Fee	Exempt

EXHIBIT C

CONTRACTOR OPERATING PROCEDURES

I. SERVICE/BILLING REQUESTS

All requests (i.e., service on existing units, adding units, disconnecting units, billing, etc.) must be communicated directly to the COUNTY SERVICE CENTER, or performed by utilizing MyAccount, the web based account management system.

II. DISCONNECTS

All returned Equipment requires a thirty (30) day disconnect notice. Please provide CONTRACTOR with this written thirty (30) day notice, indicating the following:

- device telephone number
- capcode
- requested disconnect date
- reason for return

Devices will be billed through the end of the current billing cycle.

III. MESSAGE LENGTHS

Messages sent via local modem or paging number from a phone:

- 240 character length, message is truncated at 240 characters, each message is billed as one message

Messages sent via email, website or operator dispatch:

- 80 character length, message is not truncated at the 80 character length
- A single message may be billed as multiple calls

IV. POOLING OF USAGE PLANS

Usage plans may be pooled based on the following:

- Pooling is by billable account, service type and usage plan

Example: Account with 100 numeric on 500 message plan, 200 Alpha on 500-message plan and 100 alphas on 1,000-message plan. The numeric devices will share 50,000 messages, the alpha users on the 500-message plan will share 100,000 messages, and the alphas on the 1,000-message plan will share 100,000 messages

V. SHIPPING/MAILING ADDRESSES

Disconnected/replaced Equipment should be shipped to the following address:

- SPÖK, INC.
- Attn: Distribution Center
- 3000 Technology Drive, Suite 400
- Plano, Texas 75074

ORDER FORM



Quote Number: Q-00012278

Spok, Inc
5911 Kingstowne Village Parkway, 6th Fl
Alexandria, VA 22315

Reference: Riverside University Health System Medical Center

Spok Contact: Merle Garrison - merle.garrison@spok.com

Bill To: Riverside University Health System Medical Center
Tura Morice
14375 Nason St.
Moreno Valley, CA 92555
Email: t.morice@ruhealth.org
Account#:

Ship To: Riverside University Health System Communications Dept.
26520 Cactus Ave
Moreno Valley, CA 92555-3911
Email: t.morice@ruhealth.org

SPOK SOFTWARE	127,869.00
THIRD PARTY HARDWARE	938.00
PROFESSIONAL SERVICES	67,000.00

Solution Total: USD 195,807.00

MAINTENANCE 23,185.00

Shipping Estimate 47.00

ITEMIZED PRICING



System Type Quantity Net Price

SPOK SOFTWARE

Spok Console, Site: Riverside University Health System Medical Center

Messaging Application Software	New	Primary	1	11,400.00
Web Load Balancer License	New	Primary	1	16,225.00
Integrate with External Data Feeds	New	Primary	1	15,000.00
Single Sign On	New	Primary	1	6,500.00
Contact Center Site License	New	Primary	1	24,150.00
Web Site License	New	Primary	1	32,450.00
Administrator Workstation License	New	Primary	1	1,400.00

Spok Console, Site: Riverside University Health System Medical Center

Messaging Application Software	New	Test	1	2,850.00
Web Load Balancer License	New	Test	1	4,056.25
Integrate with External Data Feeds	New	Test	1	3,750.00
Single Sign On	New	Test	1	1,625.00
Administrator Workstation License	New	Test	1	350.00
Web Site License	New	Test	1	8,112.50

Subtotal (USD): 127,869.00

THIRD PARTY HARDWARE

Server Platform, Site: Riverside University Health System Medical Center

MultiTech Modem (MT5656ZDX)	New	Primary	1	119.00
Digi 1 Port Server	New	Primary	1	350.00

Server Platform, Site: Riverside University Health System Medical Center

Digi 1 Port Server	New	Test	1	350.00
MultiTech Modem (MT5656ZDX)	New	Test	1	119.00

Subtotal (USD): 938.00

PROFESSIONAL SERVICES

Professional Service for Training 9,900.00

Spok Professional Services 57,100.00

Subtotal (USD): 67,000.00

Solution Total (USD): 195,807.00

MAINTENANCE

Initial Standard Maintenance & Support Term: 12 Months 23,016.00

Hardware Warranty 12 months after shipment 0.00

Initial Post-Warranty Standard Maintenance & Support Term: 12 Months 169.00

Total Maintenance (USD): 23,185.00

Shipping Estimate 47.00

ITEMIZED PRICING



CUSTOMER SUPPLIED

Virtual Server Customer Supplied
Windows Server 2016 Standard-Customer Supplied
SQL Server 2016 Enterprise-Customer Supplied
Workstation Customer Supplied
Virtual Server Customer Supplied
SQL Server 2016 Enterprise-Customer Supplied
Windows Server 2016 Standard-Customer Supplied
Workstation Customer Supplied

Primary	4
Primary	4
Primary	2
Primary	1
Test	4
Test	2
Test	4
Test	1

TERMS AND CONDITIONS

Customer Requirements:

- Local Area Network - TCP/IP
- Appropriate power, UPS, Rack for Servers and KVM switch(s), monitor, mouse
- Miscellaneous hardware purchased through Spok includes a 12-month warranty from ship date.
- When customers purchase PC workstations or servers through Spok a standard service plan will be established by Spok with the hardware vendor which includes a 3 year four (4) hour on-site service warranty for servers and a 3 year (NBD) Next Business Day on-site warranty for PCs. Customers who elect to purchase their own PC workstations and servers will be responsible for establishing a support contract with their preferred, local hardware vendor. If Spok Support personnel determine that the issue is hardware related the customer will be instructed to report this issue to the chosen hardware support vendor.

Effective Date:

The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by both parties.

Payment:

Spok will invoice Licensee: (i) for the Software and Professional Services- 50% on execution; 30% upon shipment and 20% upon project completion or 90 days after shipment whichever is earlier; (ii) for Hardware and Shipping - 100% upon shipment; (iii) for Travel Expenses - 100% upon project completion; (iv) for Initial Term Maintenance and Support Fees – 100% upon execution; and (v) for Annual Mobile Device Client Fee and Annual Speech Services Fee – 100% upon execution. Payments of all fees are due Net 30 days of Licensee's receipt of an invoice.

Maintenance and Support Renewal:

Initial Term Maintenance and Support for items listed within this Order Form, is defined as the first twelve-month period following the Effective Date. Upon conclusion of the Initial Term, the Maintenance and Support contained on and this Order Form will automatically renew for consecutive one-year periods ("Renewal Term(s)"). Either party may terminate Maintenance and Support at the end of the Initial Term or at the end of any Renewal Term by providing the other party with no less than 30 days advance written notice. The Unit Price/Extended Price for Maintenance and Support during the First Renewal Term may increase up to 5%. For any Renewal Term(s) after the First Renewal Term, Spok will provide Licensee with at least 60 days advance written notice of any price escalation notice for the subsequent Renewal Term upon which Licensee shall have until 30 days prior to the expiration of the current Renewal Term to provide Spok with written notice of cancellation.

General Provisions:

This Order Form is subject to approval by Spok at its office in Eden Prairie, Minnesota, and is governed by Delaware law. The state and federal courts sitting in Delaware will have exclusive jurisdiction over any claim arising from or related to this agreement.

Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Licensee and are not included in the Order Form totals. Licensee may be charged interest for overdue account charges. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Licensee. Spok may request a current financial statement and/or obtain consumer credit report on Licensee to determine creditworthiness.

Spok may also request additional information from Licensee to enable Spok to perform ongoing screening against various international denied parties' lists. If Licensee inquires whether a credit report was requested, Spok will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

This Order Form is subject to the terms and conditions of the Professional Service Agreement, as executed, between Spok, Inc. and County of Riverside ("Licensee") and which became effective on the date of the last signature and which are hereby incorporated by reference and made part of this Order Form.

Marketing Requirements:

Upon Licensee's selection of Spok solutions, Licensee will agree to the following:

- Participate in a Spok-written news release announcing the selection of the specific solution. Licensee will have review and consent/revision rights prior to press release being issued.
- Willing to be a reference for other Spok clients or prospects to share their experience using Spok solutions. This includes brief phone calls and potentially site visits.
- Collaborate with Spok to identify the metric to be measured before and after the solution so that improvements/ROI can be highlighted; provided that the nature, scope, and parameters of such collaboration shall be mutually determined and agreed to by the parties and Licensee shall have a right to review and approve, reject, or modify any publication or disclosure to a third party of any results of this collaboration to ensure that no Confidential Information of Licensee is communicated thereby.
- Grant Spok the ability to utilize Licensee's information, including organization name and logo at industry events and in external presentations, subject to Licensee's prior review and approval and the terms and conditions of a license agreement for Licensee's marks and any attendant trademark guidelines and policies of Licensee
- Collaborate with Spok's Marketing Department on a written or video case study to be utilized on Spok's website, www.spok.com, or for other promotional purposes. Such case study will grant Spok the ability to utilize quotes and metrics separately in industry articles and other website materials that Spok may create; provided that the nature, scope, and parameters of such case study shall be mutually determined and agreed to by the parties and Licensee shall have a right to review and approve, reject, or modify any publication or disclosure to a third party of any results of this case study to ensure that no Confidential Information of Licensee is communicated thereby.

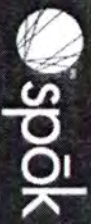
ORDER FORM



Licensee: Riverside University Health System Medical Center	Spok, Inc
Signature: <i>Karen S. Spiegel</i>	Signature: <i>[Signature]</i>
Name: KAREN SPIEGEL	Name: Sharon Woods
Title: CHAIR, BOARD OF SUPERVISORS	Title: Corp Secretary & Treasurer
Date: OCT 05 2021	Date: Jun 29, 2021

FORM APPROVED COUNTY COUNSEL
 BY *[Signature]*
~~KRISTINE BELL-VALDEZ~~ DATE

ATTEST:
 KECIA R. HARPER, Clerk
 By *[Signature]*
 DEPUTY



Riverside University Health

SPOK CONSOLE SUITE - WEB DIRECTORY AND ON CALL SYSTEM
INSTALLATION

August 17, 2020

OCT 05 2021 15.1



Contents

Project Information and Contacts..... 3

Introduction 4

Purpose of Proposal..... 4

Project Scope 5

Spok Web..... 5

Call Center Requirements and Assumptions 6

Spok Professional Services 6

Installation Services 6

Spok Directory 7

 On Call Review and Design Assumptions 8

 Spok will: 8

Spok Data Integrations and Services 8

Training 10

Project Management..... 10

Remote Access..... 10

Overall Project Assumptions..... 11

Project Timeline 13

Deliverables and Expectations..... 14

Customer Roles and Responsibilities..... 14

Services Contract Information 18

 Additional Services 18

 Change Order Process 18

 Working hours 18

 On-Site Services 18

 Customer Cancellation of Services Notification..... 18

 Acceptance Criteria 18

System Network Requirements 19

Notice to Proceed 21

Appendix: Proposed Solution Diagram 22



Project Information and Contacts

SOW Information			
Customer Information and Shipping Addresses			
Account Name		Location	
Riverside University Health System		26250 Cactus Ave. Moreno Valley, CA 92555	
Delivery	Contact Name	Phone Number	Delivery Address
Customer Contact			
Name	Title	Phone Number	Email
Dani Burnett	Admin. Services Analyst	(951)486-5870	d.burnett@ruhealth.org
Denise Adams	GME Coordinator	(951) 486-5907	d.adams@ruhealth.org
Spok Contacts			
Name	Title	Phone Number	Email
Merle Garrison	Regional Sales Director	(818) 884-5136	merle.garrison@spok.com
Amie McKinney	Sales Engineer	(714) 916-4099	amie.mckinney@spok.com
Bill MacNeil	Solution Architect	(310) 542-8985	bill.macneil@spok.com

Document Change History		
Name	Date	Change
Bill MacNeil	August 17, 2020	Create SOW v1 (Q00012278)



Introduction

This Statement of Work, hereinafter referred to as “SOW” or “Work Order”, made by and between Spok, Inc. (“Spok”) and COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside University Health System (“Customer”). The Effective Date of this SOW is as evidenced in the Notice to Proceed section of this SOW. Spok and CUSTOMER may be referred to individually as a “Party” or collectively as the “Parties.”

The intent of this SOW is to:

- Define the interaction process between both Parties.
- Create a baseline working project plan for the implementation of the Spok solution.
- List the obligations of the Parties with respect to the implementation services requested of Spok to perform for Riverside University Health System. “Services, “Project” or “Work” means the professional services to be provided by Spok as set forth in this SOW.

Purpose of Proposal

Spok and Customer will work together to add the Spok Web On-Call scheduling system solution by providing the required services and components. The Spok Web and On Call system is part of the Spok Console Suite of health care grade communication products.

Current State/Future State

Current State	Future State	Expected Outcome / KPI
Riverside University Health System Oncall schedules are done on paper and managed by the operators. It has become an unwieldy task. Paper schedules are uploaded to a shared drive by the switchboard operators and Users call the operators to get the information.	Deployment of the <i>SPOK Console Suite</i> centralized directory with browser access for: On call Schedule creation and maintenance On call lookup and messaging Directory lookup and messaging System will include support for SQL HA deployment and redundant Web and Messaging components for maximum survivability.	Deployment of a single highly available enterprise wide On-call and messaging tool for everyone to use and access.
No platform for testing new scheduling and messaging workflows	Deployment of the <i>SPOK Console Suite</i> centralized directory test environment	The ability to train users and develop new workflows without impacting primary production systems.



Current State	Future State	Expected Outcome / KPI

Project Scope

Quote Number: Q-00012278
 Reference: Riverside University Health System

System Type Quantity

SPOK SOFTWARE

Spok Console, Site: Riverside University Health System			
Messaging Application Software	New	Primary	1
Web Load Balancer License	New	Primary	1
Integrate with External Data Feeds	New	Primary	1
Single Sign On	New	Primary	1
Contact Center Site License	New	Primary	1
Web Site License	New	Primary	1
Administrator Workstation License	New	Primary	1
Spok Console, Site: Riverside University Health System			
Messaging Application Software	New	Test	1
Web Load Balancer License	New	Test	1
Integrate with External Data Feeds	New	Test	1
Single Sign On	New	Test	1
Administrator Workstation License	New	Test	1
Web Site License	New	Test	1

THIRD PARTY HARDWARE

Server Platform, Site: Riverside University Health System			
MultiTech Modem (MT5656ZDX)	New	Primary	1
Digi 1 Port Server	New	Primary	1
Server Platform, Site: Riverside University Health System			
Digi 1 Port Server	New	Test	1
MultiTech Modem (MT5656ZDX)	New	Test	1

Note: Please refer to the Proposed Solution Diagram attached in Appendix A.

- Note that all server/OS/SQL specifications are subject to change and will be reviewed and confirmed during the project kick-off.

Proposed Solution

Spok Web

Function	Scope
Directory Information	In Scope
On-call Schedules	In Scope



Function	Scope
Messaging Application (paging, text messaging)	In Scope
Directory Update from HR Feed (AD)	In Scope

Call Center Requirements and Assumptions

- Customer will provide all necessary hardware except as outlined in the executed Order Form for the Console solution.
 - For the Administration Client, a new desktop workstation and monitor meeting the Spok hardware requirements.
 - Network connectivity
 - Administrator access to all workstations
- Customer will provide a technical resource for setup, testing and validation of all paging and messaging integration.
- Customer will provide a workstation technician or similar type role to assist and learn the console implementation process to support post-project workstation installations.
- Customer will actively participate in solution design workshops and complete all Spok required worksheets 2 weeks prior to Spok technical resources being on-site.
- Customer will provide Spok required remote access for installation, setup and configuration of the Spok solution.

Spok Professional Services

To ensure a successful and timely installation, Spok will provide the following professional services for the duration of this project.

Installation Services

During this phase, the Spok implementation team will configure the application to meet the agreed upon design using the requirements identified during the pre-implementation phase.

Note: The time efforts listed below are estimates for each of the phases and may vary slightly depending on the particular project and at the Spok Implementation Team’s discretion. Spok prices all projects as Fixed Bid.

Spok Directory

Function	Scope
<p>Project Management</p> <p>Spok Project Manager will, in coordination with Customer PM:</p> <ul style="list-style-type: none"> • Plan and mobilize Project including a work plan, site readiness assessment, issue log, and change review process • Define governance and escalation procedures to be used throughout the project • Monitor and provide oversight for Project including creation of regular status reports. 	<p>Estimated 10.5 days Remote</p>
<p>On Call Schedule review and design</p>	<p>Estimated 3 days Remote</p>
<p>Staging – Production and Test Servers</p> <p>Spok technical resources will remotely connect with the customer systems to:</p> <ul style="list-style-type: none"> • Verify secure connectivity • Verify rights and permissions for server and databases • Stage the servers and in preparation for the installation of Spok software components 	<p>Estimated 3 days Remote</p>
<p>Remote Installation and Setup – Production and Test Applications</p> <p>Spok technical resources will remotely connect with the customer systems to:</p> <ul style="list-style-type: none"> • Configure and test the contracted Spok applications and features. • Remote support will be provided for server-based applications and features • Prepare the environment and processes for user acceptance test (“UAT”) • Support UAT process (UAT is Customer responsibility) 	<p>Estimated 8 days Remote</p>
<p>Database Services – Production and Test Databases</p> <p>A Spok Database analyst (DBA) will provide support for:</p> <ul style="list-style-type: none"> • Review and importation of initial database seeding • Review and testing of any contracted database update feeds 	<p>Estimated 10 days Remote</p>

Function	Scope
Training- Production system Spok Trainers will provide: <ul style="list-style-type: none"> • User training to customer system administration staff on added features, and/or update training for system upgrades. • As contracted, provide End User training to the customer’s user community, and/or provide Train the Trainer (“TTT”) sessions for customer trainers through remote online sessions Provide training materials in the form of electronic documents (e.g., PDF)	Estimated 5.5 days Remote
Post Cut Support	Up to 1 day Remote

Services Assumptions

- Spok will provide technical consultants to remotely complete the installation, setup and configuration of the Spok solution per the services scope defined in the above table.
- Customer will provide a stable infrastructure which will enable Spok technical resources to successfully complete the installation, setup and configuration of the Spok solution.

On Call Review and Design Assumptions

Spok will:

- Provide on-call schedule design using best practices
- Spok will provide RUHS with detailed design documentation and recommendations

RUHS will:

- Actively participate and invite appropriate knowledgeable individuals to design sessions

Spok Data Integrations and Services

Function	Scope
(1) Human Resources System integration using unique identifier	In Scope

Database Services Scope Detail

Spok will provide Database Administration Professional Services to assist with customer data migration. These services include assistance with mapping customer data into Spok database, conducting data

workshops, and importing customer data files. There are two data migrations included with the project: (1) initial migration during data preparation phase, and (2) final data migration at implementation phase.

Directory Data Services	
Discovery	<ul style="list-style-type: none"> • Determine sources of data for populating customer directory. • Determine customer data file format • Data must have a unique identifier that will be provided in the data load and loaded into Spok
Data Preparation	<ul style="list-style-type: none"> • Data field mapping – Must include a unique identifier to connect data sources with Spok data • Initial data load (1 of 2) • Customer validation
Script Data	Configure jobs and scripts for data loads
Data Review	<ul style="list-style-type: none"> • Review imported data with customer • Requires customer validation
Implementation	<ul style="list-style-type: none"> • Final load of data (2 of 2) • Activate HR Data Feed

Function	Scope
Database worksheet review and data mapping	In Scope
1-time scripting and data load	In Scope

Database Services Assumptions

- Customer will perform all data cleansing prior to data import/upgrade
- Customer will provide data in a format approved by the Customer and Spok and will submit to Spok for review.
- Spok will review the data and provide feedback.
- Customer will actively participate and sign-off on data validation and User Acceptance Testing (UAT)

Training

Function	Scope
Administrator <ul style="list-style-type: none"> • Directory Maintenance tasks • Report Templates 	2 users 1 session .5 days Remote
On-call Scheduling end user <ul style="list-style-type: none"> • Will include "Train the Trainer" 	5 days Remote

Training Assumptions

Spok will:

- Provide training as outlined in the above table.
- Provide customer with electronic training documentation.
- Enable the customer to educate additional users relying on 'train the trainer' methodology.

Customer will:

- Include a designation lead who will participate in all training with the expectation that they will have the knowledge to continue training post go-live.
- Provide a training room or location for training

Project Management

The assigned project manager will oversee all facets of the project.

- Project Launch & Preparation
- Resource Coordination
- Internal Project Meetings
- Customer meetings, communication, documentation, & follow up
- Issue resolution
- Post live & support transition
- System Implementation (go-live)

Remote Access

In order to complete the installation and configuration of the solution, and to quickly and accurately resolve issues, it is Spok's policy for a customer to provide Spok remote access to all equipment in which Spok is installed. Spok has standardized on a remote access solution called SecureLink by SecureLink®. SecureLink is one of the only remote support solutions commercially available that puts the customer in complete control of when to allow remote access, who gains access, and what Spok can access while connected to your system. SecureLink is easier to use, more secure, and will enable us to provide you



with the best support. You may obtain more detailed information about the benefits of SecureLink from Spok's support staff or via SecureLink's website (www.SecureLink.com). Important notes if you cannot use SecureLink:

- If your policies prevent you from allowing Spok to use SecureLink as the VPN, Spok will not be responsible for delays in service resolution response times.
- If your policies require Spok to use a specific VPN Client, you must provide Spok with a copy of your preferred VPN client. If it is determined, by Spok, that your chosen VPN client software will not coexist with our other VPNs that are already loaded, your maintenance will increase. Additionally, if Spok cannot install your chosen VPN client software successfully on our after-hours support machines, your maintenance fees will increase and will impact the time it takes for the support analyst to login to your system. Choosing to use your own VPN will impact the quality of support that Spok is able to provide.
- If you require that Spok use a tunnel to access your system, Spok will charge an initial setup fee and a line item will be added to your maintenance contract to maintain and support your dedicated tunnel at Spok.
- If your organization prohibits remote access for system support, your maintenance rate will increase.
- If your organization uses Secure Remote (aka. Check Point) or Sonic Wall, this will affect your service levels and your maintenance fee will be increased. These VPNs have proven not to co-exist with the other VPN client software. For this reason, Spok has these VPNs loaded on dedicated workstations at Spok. If the customer experiences any problem, day or night the analyst must be present, in front of this PC, to obtain access to the customer's system.

Overall Project Assumptions

The following assumptions are critical to the scope, schedule, and pricing of this SOW. If either Party notifies the other in writing that any of these assumptions prove to be incorrect, then the Parties shall within ten (10) Business Days commence good faith negotiation to amend this SOW to reasonably adjust the scope, schedule, and/or pricing.

- Spok will complete the documents for security and access policies on behalf of Spok and its employees. Unique identifying information will be provided for each employee that requires access, however personal information such as birth date, social security number or home address will not be provided. Based on the complexity of your security requirements, Spok may charge a "Unique Maintenance Fee" to administer your on-going system security access requirements at Spok.
- Customer understands that Spok best practices do not support the re-use of third-party hardware. For installations where there is new server infrastructure, Spok requires new third-party hardware for seamless go-live support and on-going maintenance.
- Customer will meet with Spok team on a monthly basis to review and validate success criteria and progress towards for each empirical outcome.
- Customer will provide leadership ownership, support and visibility throughout the full life cycle of the project.



- Customer will provide a dedicated Project Manager who will actively participate and own all customer tasks and deliverables.
- Customer will provide baseline data for expected empirical outcomes 30 days before the start of the projects.
- Customer will provide a stable and supported infrastructure to support the project during the system testing and production cutover phases of the project.
- Customer is responsible for data integrity and performing system and database backups throughout the project.
- Customer will provide all necessary server access to support work activities throughout the project.
- Customer will provide access via Spok supported Secure Link or equivalent access to the Customer network with access to all Spok servers (not limited to the app server and/or database server) and remote access to the Spok operator PC's that are utilized by the Spok applications.
- All information disclosed by Customer will at the time of disclosure be true, accurate, and not misleading in any material respect.
- Customer will coordinate the availability and participation of key people within Customer possessing the necessary business and technical knowledge.
- Customer will review documents created by Spok or delegate others to review them on a pre-arranged schedule and in a timely manner.
- Customer will complete the project workbook 2 weeks prior to the first technical setup week.
- Customer shall provide accurate and detailed information related to Customer current processes in a timely manner.
- Customer will ensure that their virus scanning solution is setup to match Spok's best practices and the anti-virus skip/exclusion list.
- Where Spok identifies that it needs information with respect to products or services that are provided to Customer by third parties, Customer shall work with such third parties to ensure they provide the information Spok needs in a timely manner.
- Customer will obtain, if required, all third-party consents including any consents needed for Spok to access relevant third-party software
- Customer will actively attend and participate in weekly meetings.

Project Exclusions

This SOW represents the complete agreement between Customer and Spok related to the implementation of the Spok Solution and customer and, as such, specifically does not include any services except those that are specifically set forth herein.



This SOW specifically does not include any services for customer required security scanning and associated remediations. If the customer requires these to be completed a project change order will be required.

This SOW specifically does not include any services related to customization of the Software other than the configuration of the software modules detailed.

This SOW specifically does not include any services for ongoing maintenance or other modifications of the solution after Customer Acceptance. Company services, to be contracted separately, will be required for any configuration changes.

This SOW specifically does not include any services for requirements definition, design, or configuration of any reports. This SOW specifically does not include any services for design or configuration of any modules to other than those set forth herein.

Project Timeline

Spok uses the PMI approach to implementation and many milestones have key activities to be completed prior to moving to the next milestone. The below timeline represents typical target durations for each activity and may occur in parallel. Meeting target dates requires customer’s timeliness in data collection, data validation, solution testing, UAT and general availability of customer resources. Once the project has been initiated the Spok Project Manager will work with the Customer to develop a mutually agreed upon timeline for the specific project.

Phase	Duration
Project Governance	Duration of the project
Project Kickoff	4 weeks
Customer will complete and return to Spok Project Workbook	3 weeks
Consultation and configuration	4 weeks
Technical setup (requires that customer-provided servers and infrastructure are installed and ready at least 4 weeks prior to scheduled installation for remote and on-site resources)	6 weeks
Review	2 weeks
Validation and UAT	4 weeks
Training	3 weeks
Go live	2 weeks
Support Transition and Post-Go-live	2 weeks
Project Close	1 week



Deliverables and Expectations

The customer is responsible for providing and installing all components specified as “customer supplied” on the order form. For example, servers and desktop hardware, server and desktop operating systems, and database software, with proper licensing. The customer is also responsible for providing electricity and network connectivity for ancillary devices, such as serial to IP converters and modems that are included with the project.

Customer Deliverables & Expectations		Location
High level deliverable	Detailed description & notes	
Workstation Prep	Administrator PC with final image Network connection for the Admin PC when setting them up.	Customer location
Network	Required network connections for the servers.	Data Center
Telephony	Required telephone lines for failover paging apps	Data Center
Backups-Windows	Windows servers should be backed up following the customers Windows backup policy.	Data Center
Server Information	Provide server names and IP information for each server	Data Center
Site Readiness	Provide a completed site readiness checklist	Customer location
Servers	Provide a DB and WB server (VMs)	Data Center
Hardware	Customer will not re-use existing hardware on the current system for the new system (i.e., Dialogic cards, Digi Port Servers, Servers)	Data Center

Customer Roles and Responsibilities

It is important for the customer to understand that this project will require significant resource investment for a successful project. The purchased solution is not a plug and play solution and requires



many roles, resource coordination, and will likely require on-going and active customer vendor engagement, particularly for data, telephone and workflow configuration.

Following is a list of roles and responsibilities for both parties that will be required to executing an on-time and on-budget project. Depending on the size of the engagement, an individual may take responsibility for any number of roles or a single role might require more than one individual.

Role	Spok	Customer
Executive Sponsor & Clinical Sponsor	Responsible for providing Spok resources needed for a successful implementation. Ensures the project goals and objectives are supported with appropriate level of attention and resources.	Responsible for providing customer resources needed for a successful implementation and to promote process change where necessary. Active engagement throughout the project is essential for success.
Project Manager	Responsible for the oversight of Spok resources, schedules, and deliverables. <ul style="list-style-type: none"> • Attend all key Project meetings • Lead regular Project status meetings • Point of contact for day-to-day Project operations. • Provide guidance and assistance for management of Project issues log. 	Responsible for the oversight of customer resources, schedules, and deliverables. <ul style="list-style-type: none"> • Attend all key Project meetings • Point of contact for day-to-day Project operations. • Serve as gatekeeper for Project issues log. • Participate in regular Project status meetings.
Consultant(s) / Business Process Owner(s)	Responsible for providing leadership and guidance on the overall design and configuration of business workflows. <ul style="list-style-type: none"> • Point of contact for all day-to-day configuration sessions. • Define overall system design to support defined requirements. • Guide definition and creation of customer-specific configuration. • Provide detailed technical and application expertise to the project. 	Responsible for design and acceptance of business work flows. <ul style="list-style-type: none"> • Attend project meetings related to area of ownership. • Assist in the definition and configuration of processes and workflows. • Participate in user acceptance testing activities.

Role	Spok	Customer
	<ul style="list-style-type: none"> • Provide installation and configuration of Spok products within customer environment. • Optimize use of Spok products. 	<ul style="list-style-type: none"> • Optimize use of Spok products.
Database Analyst	Responsible for performing Spok data migration tasks to fit custom data within Spok database schema.	Responsible for providing data to Spok in approved file format to align customer data with Spok database schema. Required for configuring and testing data interface feeds.
Telephony Engineer	Not Applicable	Responsible for planning, installing, configuring, and troubleshooting telephone interface to failover page modem
Technical Process Lead & Support Staff	As needed Spok resources (including Subject Matter Experts, Technical and/or Educational resources) to support the scope of the Project.	Additional customer resources as needed to support the scope of the Project. For example: <ul style="list-style-type: none"> • Network Technician • Desktop Support Technician
Trainer	Responsible for training customer designated trainers and end-users.	Responsible for training administrators and end-users.
System Owner	Not Applicable	Responsible for the overall system after it is transitioned to support.
Administrator	Not Applicable	Responsible for all configuration tasks and ongoing service administration. <ul style="list-style-type: none"> • Point of contact for day-to-day configuration sessions. • Learn and participate in creation of all customer specific configurations. • Manage user acceptance tasks, including testing documentation.

Role	Spok	Customer
		<ul style="list-style-type: none">• Drive decisions on data migration activities.• Support and manage customer's on-going service and support.

Services Contract Information

Additional Services

Change Order Process

- Any services outside the scope outlined in this document will be handled by either Spok or customer by submitting a change order request for approval by both Parties.
- Spok will require an executed change order prior to commencement of any further work.
- If required, a purchase order will be attached to a signed change order from customer.

Working hours

- All technical setup, configuration and training work is to be performed during the standard business week; Monday through Friday 7 am – 7 pm.
- Non-standard hours available at additional cost.
- Spok will work with the customer to coordinate system go-live, understanding that this might occur after hours during the standard business week at no additional charge.
- Any weekend work requests are out of scope.
- Any work requested on a Spok observed holiday is out of scope. The Spok project manager can provide a list upon request.

On-Site Services

- To the extent Services are performed at Customer premises, Spok's time spent at the premises will be at the discretion of Spok.
- The Customer shall cooperate to establish hours of access to Customer premises that are mutually agreed to by both Customer and Spok.
- All travel incurred will be billed at actual cost.

Customer Cancellation of Services Notification

- If Customer fails to provide Spok with 15 business days advance written notice of its modification or termination request, Spok will charge Customer a minimum resource reallocation fee of \$5,000 per person, plus the cost of any travel changes incurred by Spok.
- In case of a modification request, Spok will make reasonable attempts to reallocate resources to accommodate customer's modified schedule, however Spok's ability to honor a customer's request for any project schedule modification is dependent on resource availability during the modified project schedule.

Acceptance Criteria

- HA/redundancy provided for the DB servers

- HA/Redundancy provided for the WB servers (Customer supplied Load Balancer)
- Server applications function properly (Web, Messaging)
- Specified integrations work properly
- Specified delivery methods work properly

System Network Requirements

Network Performance

The performance of the Spok applications are highly dependent on network performance. If network performance between the components of the Spok system is degraded, then the performance of the Spok application will be degraded. Also, slow performance between the Spok system and external servers such as DNS servers, mail gateways, and paging vendor's servers can affect the throughput of paging and messaging applications.

LAN Configuration

- Spok recommends that the network infrastructure be able to maintain 100Mbps speeds between the Spok database servers and database clients
- Latency should not exceed 250ms round trip between the database server and clients for performance to be reasonable

WAN Configuration

- It may be necessary for certain applications to traverse WAN connections
- Web applications and certain paging protocols in particular may depend on WAN configuration
- Higher latency times may be acceptable for certain web applications; however, lower latency is always preferred

Configuration Information

It is Spok's recommendation that customers create DNS entries for all Spok servers and to streamline IP Address change management. Spok will require the following information for each of server and workstation. The project manager will provide a worksheet to help record this information.

- IP Address
- Subnet Mask
- One or more DNS server IP addresses
- Router IP Address (also known as default gateway)
- Domain name (example.com)
- Network Time Protocol (NTP) Server IP address

These values may be assigned dynamically (DHCP) for workstations, but all servers must be configured with static IP addresses. If these values are assigned dynamically for the workstations, we will require the range of IP addresses that may be assigned to configure security on the servers. Any network changes



after implementation should be communicated to Spok support in advance so that they can determine the potential impact on Spok applications. Also, changing server or domain names after the software has been installed may require significant reconfiguration of the Spok server. Spok will not be held responsible for delays in the project timeline due to such a request and additional charges may occur.

Cabling Requirements

- CAT-5e or CAT-6 unshielded or shielded twisted-pair that meets the physical layer requirements for whichever LAN technology is implemented.
- We require that data cables must avoid all machines such as generators, power supplies, X-Ray machines, MRI, or any other electrical equipment that can cause EMI noise to avoid attenuation or degradation of data.

Recommendations for maximum performance

- Eliminate other bandwidth-intensive applications from the network where the Spok applications are running.
 - Minimize the number of network connections between the database server and Spok client applications to eliminate potential bottlenecks.
-



Notice to Proceed

Execution of this document by the Customer shall constitute notice to Spok to proceed with the project described in this document.

Note: Scheduling dates for installation cannot be finalized until this document has been fully executed and returned to Spok. Any delay in returning this document could cause delay with the installation of this project.

The signed document may be e-mailed to your Spok sales representative, Merle Garrison merle.garrison@spok.com , or mailed to:

Brenda Wurst
Director Solution Services
Spok, Inc.
10400 Yellow Circle Drive
Eden Prairie, MN 55343

ACCEPTANCE SIGNATURES: (pre-authorization of project scope and services)


The Parties to this Statement of Work have caused this document to be executed by duly authorized representatives of their respective companies as evidenced below.

SPOK, INC.



Name: Penny Meyer
Title: Director Solution Services
Date: Sep 23, 2021

Approved as to form County Counsel


by: _____

Name: Kristine Bell-Valdez
Title: Supervising Deputy
County Counsel
Date: Sep 24, 2021

**COUNTY OF RIVERSIDE, a political subdivision of the State of California,
on behalf of Riverside University Health System**




Name: Karen Spiegel
Title: Chair, Board of Supervisors
Date: OCT 05 2021

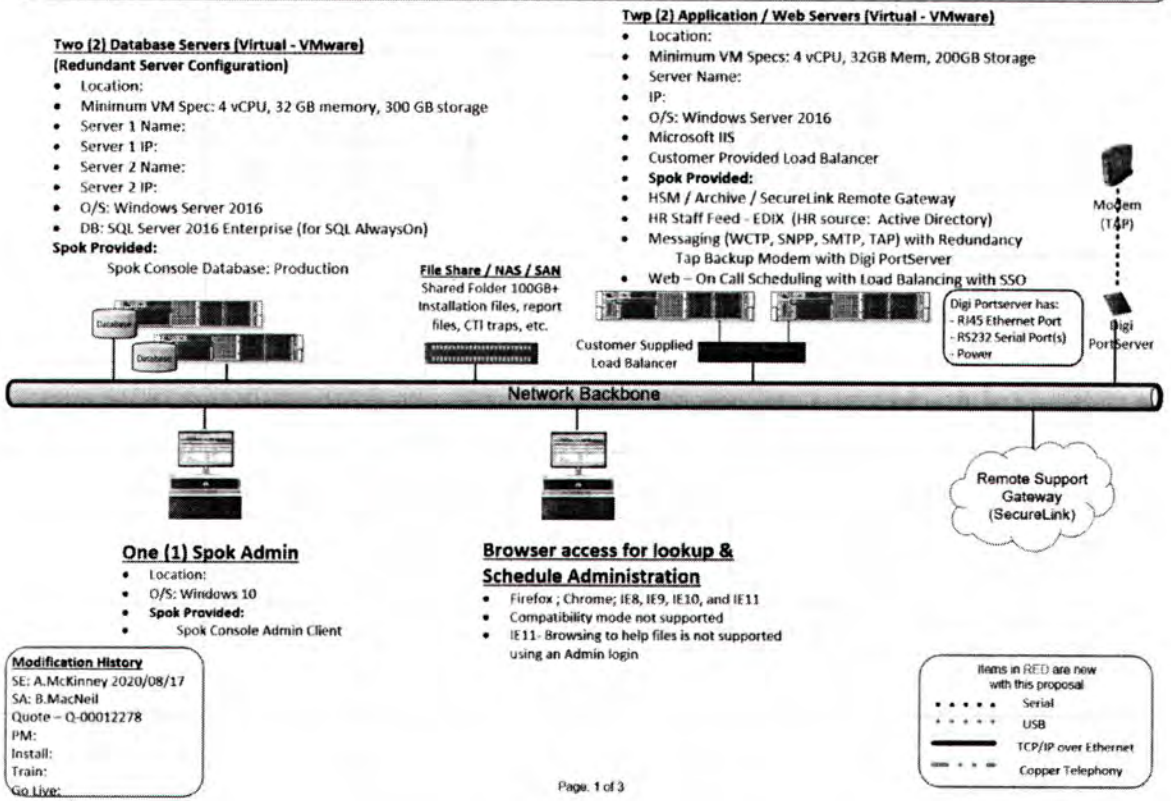
ATTEST:


KECIA R. HARPER, Clerk

By 
DEPUTY

Appendix: Proposed Solution Diagram

 Riverside University Health System		
Spok Console Suite v7.13	System Level: Data Center PROD	Care Connect Suite v1.9



	Riverside University Health System	
Spok Console Suite v7.13	System Level: Data Center TEST	Care Connect Suite v1.9

Two (2) TEST Database Server (Virtual - VMware)

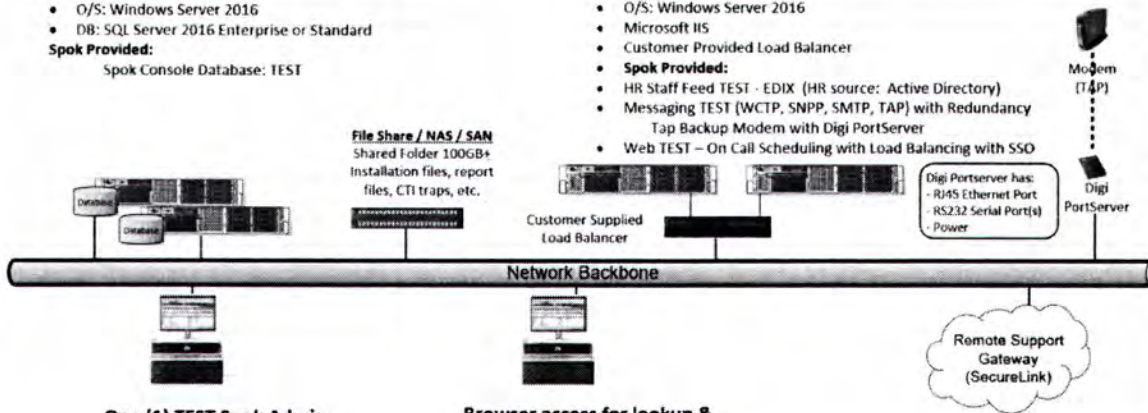
- Location:
- Minimum VM Spec: 4 vCPU, 32 GB memory, 300 GB storage
- Server 1 Name:
- Server 1 IP:
- O/S: Windows Server 2016
- DB: SQL Server 2016 Enterprise or Standard

Spok Provided:

Spok Console Database: TEST

Two (2) TEST Application / Web Server (Virtual - VMware)

- Location:
- Minimum VM Specs: 4 vCPU, 32GB Mem, 200GB Storage
- Server Name:
- IP:
- O/S: Windows Server 2016
- Microsoft IIS
- Customer Provided Load Balancer
- **Spok Provided:**
 - HR Staff Feed TEST - EDIX (HR source: Active Directory)
 - Messaging TEST (WCTP, SNPP, SMTP, TAP) with Redundancy Tap Backup Modem with Digi PortServer
 - Web TEST - On Call Scheduling with Load Balancing with SSO



One (1) TEST Spok Admin

- Location:
- O/S: Windows 10
- **Spok Provided:**
 - Spok Console Admin Client

Browser access for lookup & Schedule Administration

- Firefox ; Chrome; IE8, IE9, IE10, and IE11
- Compatibility mode not supported
- IE11- Browsing to help files is not supported using an Admin login



End of SOW