

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



**ITEM: 3.7  
(ID # 18214)**

**MEETING DATE:**

Tuesday, February 08, 2022

**FROM :** ENVIRONMENTAL HEALTH:

**SUBJECT:** ENVIRONMENTAL HEALTH: Approval of the Environmental Health Data Management System (EH DMS) Agreement with HealthSpace USA to provide a complete EH DMS that includes maintenance and support for five years with the option to renew for two (2) additional annual renewals, for a total aggregate amount of \$1,338,891 through February 7, 2027 plus an amount Not to Exceed \$135,000 for future additional unforeseen requirements, for five years. All Districts [\$1,338,891 Total Aggregate Cost; up to \$135,000 in additional compensation - Department Funds 100%]

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

1. Approval of the Environmental Health Data Management System (EH DMS) Agreement with HealthSpace USA to provide a complete EH DMS that includes maintenance and support for five years with the option to renew for two (2) additional annual renewals, for a total aggregate amount of \$1,338,891 through February 7, 2027;
2. Authorize the Chairperson of the Board to sign three (3) copies of the Agreements on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the Department of Environmental Health for distribution; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed the sum total of \$135,000 of the total cost of the contract.

**ACTION:**Policy

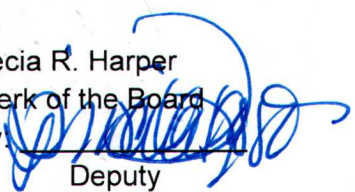
  
Jeff Johnson, Director Environmental Health 1/18/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries seconded by Supervisor Perez 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: February 8, 2022  
xc: Environmental Health

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>                           | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                    | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| <b>COST</b>                                     | \$230,480                   | \$180,480                | \$1,338,891                           | \$0                 |
| <b>NET COUNTY COST</b>                          | \$0                         | \$0                      | \$0                                   | \$0                 |
| <b>SOURCE OF FUNDS:</b> Department Funds - 100% |                             |                          | <b>Budget Adjustment:</b>             | No                  |
|   |                             |                          | <b>For Fiscal Year:</b> 21/22 – 27/28 |                     |

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

**BACKGROUND:**

**Summary**

The Department of Environmental Health is responsible for providing oversight of numerous industries (e.g. retail food, hazardous waste handling, public water systems, public pool, etc.) and environment related activities (e.g. septic systems installation, water well drilling, environmental clean-up, planning review, etc.) which are tracked, inspected, and billed primarily through a single data management system. The current system has been in place since 2005, is currently at end of life from the vendor and is no longer updated. In addition, the existing contract expires in FY 23/24.

With the assistance of the Purchasing Department, Environmental Health extended an RFP beginning in 2021 to find a new data management and billing system to replace the existing software, as well as provide enhanced functionality. Four qualifying bids were received initially with one vendor dropping out during the process. The remaining three vendors were competitively evaluated. Upon completion of the evaluations, the department's internal review team found that the HealthSpace proposal provided the best combination of core system functions, department business needs, cost, and external interface solutions. Additional details of this process are provided under the 'Contract History and Price Reasonableness' section below.

This project as proposed was approved via H-11 by the TSOC Committee on November 3, 2021.

**Impact on Residents and Businesses**

There is no negative impact on citizens or businesses. The proposed new system will provide similar functions to that of the prior one while providing more streamlined data management and billing, public record access, enhanced reporting, and better integration with GIS, County systems, and a variety of State operated systems.

**Additional Fiscal Information**

| <b>Description</b>  | <b>FY 21/22</b> | <b>FY 22/23</b> | <b>FY 23/24</b> | <b>FY 24/25</b> | <b>FY 25/26</b> | <b>FY 26/27</b> | <b>FY 27/28</b> |
|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Hardware, Software, | \$100,580       | \$50,580        | \$50,580        | \$50,580        | \$50,580        |                 |                 |



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

|   |                  |                  |                  |                  |                  |                  |                  |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Installation, and Training  |                  |                  |                  |                  |                  |                  |                  |
| Workstation/User License<br>(unlimited seat)                                  | \$129,900        | \$129,900        | \$137,694        | \$145,955        | \$154,712        | \$163,995        | \$173,835        |
| <b>Total</b>  | <b>\$230,480</b> | <b>\$180,480</b> | <b>\$188,274</b> | <b>\$196,535</b> | <b>\$205,292</b> | <b>\$163,995</b> | <b>\$173,835</b> |
| Contingency for future<br>purchases not to exceed<br>a total aggregate amount | \$135,000        |                  |                  |                  |                  |                  |                  |

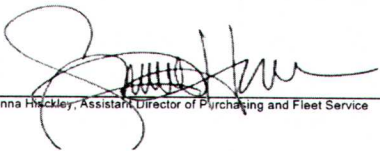
DEH relies on its internal fees to support departmental operations. Thus, no net county cost is required for implementation of this project.

**Contract History and Price Reasonableness**

The County of Riverside Purchasing, on behalf of RCIT, issued Request for Proposal (RFP) #RIVCO-2021-RFP-0000184 on March 16, 2021, soliciting proposals for Environmental Health Data Management System (EH DMS) and Support Services. (37) vendors were notified via the County of Riverside eProcurement system. Upon bid closing on May 11, 2021, the county received (4) responses with price ranging from \$1,606,427 to \$3,593,606. The County Evaluation Committee consisting of representatives from the Department of Environmental Health reviewed all proposals based on criteria set forth in the RFP to include product technical capabilities, system demonstrations and determined HealthSpace USA as the most responsive responsible bidder with the best value for the County. HealthSpace USA's initial proposed cost was \$1,606,427. After a Best and Final Offer request and contract negotiation, HealthSpace USA agreed to reduce their overall pricing to \$1,338,891. This is a total saving of \$267,536 for the term of this Agreement.

**Attachments:**


1. Environmental Health Data Management System Agreement with HealthSpace USA.
2. TSOC approved H11

  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

1/25/2022

  
Jason Farin, Principal Management Analyst

2/1/2022

  
Gregory L. Priarios, Director County Counsel

1/27/2022

  
Jim Smith, Chief Information Officer

1/19/2022



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

|  |  |                                 |  |
|--|--|---------------------------------|--|
| <b>H11 Number:</b>   | PR2021-11673   |                                 |  |
| <b>Requested Purchase:</b>   | Data Management System   |                                 |  |
| <b>Department/Agency:</b>  | Environmental Health   |                                 |  |
| <b>Primary Contact/Phone:</b>  | Patricia Mendoza   | <b>Alternate Contact/Phone:</b> |  |
| <b>Purchase Request Type:</b>  |  |                                 |  |
| <b>Describe Requested Purchase:</b>  | Data Management System, preferably Web-based and on-premise  |                                 |  |
| <b>Terms:</b>  | Is this a Multi Year Contract?: True<br>Length of Contract: 5<br>Start Date:<br>End Date:<br>Special Teme and Conditions:  |                                 |  |
| <b>Business Needs Addressed:</b>   | Data Management System needed to improve DEH collection of data-related inspection, enforcement and collection of fees. Also, it will help assist and manage employee day-to-day workflow, activities and training information |                                 |  |
| <b>Are there other county systems that provide the same functionality?</b> |  |                                 |  |
| <b>Business Criticality:</b>   | Run the Business, Transform the Business   |                                 |  |
| <b>Business Impact:</b>  | Support Current Operations, Improve Customer Service, Improve Operational Efficiencies   |                                 |  |

| Current Cost itemization (Include all the year 1 cost) |                         |              |          |              |              |               |                       |
|--|-------------------------|--------------|----------|--------------|--------------|---------------|-----------------------|
| Item Description                                       | Purchase Type           | Vendor       | Quantity | Unit Cost    | Sub_Total    | Item Tax      | Total Cost            |
| Software (Application) Cost                            | Software - New Purchase | Health Space | 1        | \$302,900.00 | \$302,900.00 |               | \$302,900.00          |
| Licenses   | Software                | Health Space | 1        | \$129,900.00 | \$129,900.00 |               | \$129,900.00          |
| Licenses   | Software                | Health Space | 1        | \$129,900.00 | \$129,900.00 |               | \$129,900.00          |
| Licenses   | Software                | Health Space | 1        | \$137,694.00 | \$137,694.00 |               | \$137,694.00          |
| Licenses   | Software                | Health Space | 1        | \$145,955.00 | \$145,955.00 |               | \$145,955.00          |
| Licenses   | Software                | Health Space | 1        | \$154,712.00 | \$154,712.00 |               | \$154,712.00          |
|  |                         |              |          |              |              | <b>Total:</b> | <b>\$1,001,061.00</b> |

| Annual Costs     |              |                  |                |                       |
|------------------|--------------|------------------|----------------|-----------------------|
| Item Description | Payment Type | Terms (in Years) | Payment amount | Total Annual Payments |
|                  |              |                  |                | <b>Total:</b>         |

**Grand Total: \$1,001,061.00**





# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

| <b>Accounting String</b><br>To be completed for pass-thru purchases that will be processed by RCIT Only |                        |                           |                       |                     |                         |   |
|---|------------------------|---------------------------|-----------------------|---------------------|-------------------------|---|
| %Billed   | Accounts<br>(6 digits) | Dept.ID<br>(6 -10 digits) | Program<br>(5 digits) | Class<br>(5 digits) | Grant<br>(9 digits)     | Customer<br>Project Code<br>(10 digits) |
| Department Head or Authorized Designee Signature: Alex Serrano  |                        |                           |                       |                     | Date: 11/1/2021 7:34 AM |   |
| <b>RCIT Review (Standard purchases and renewals &lt; \$25000) - Administrative Review Status</b>        |                        |                           |                       |                     |                         |   |
| Recommended:  |                        | By:                       |                       |                     | Date:                   |   |
| Denial Explanation:   |                        |                           |                       |                     |                         |   |
| <b>ACIO Review - ACIO Review Status</b>   |                        |                           |                       |                     |                         |   |
| Recommended:  |                        | BY:                       |                       |                     | Date:                   |   |
| Denial Explanation:   |                        |                           |                       |                     |                         |   |
| <b>CIO Review (Purchases and renewals &gt;\$100K) CIO Review Status</b>                                 |                        |                           |                       |                     |                         |   |
| Recommended: Yes  |                        | By: Jim Smith             |                       |                     | Date: 11/3/21           |   |
| Denial Explanation:   |                        |                           |                       |                     |                         |   |
| <b>TSOC Review (Purchases and renewals &gt;\$100K) TSOC Review Status</b>                               |                        |                           |                       |                     |                         |   |
| Recommended: Yes  |                        | By: Jim Smith             |                       |                     | Date: 11/3/21           |   |
| Denial Explanation:   |                        |                           |                       |                     |                         |   |

**ENVIRONMENTAL HEALTH DATA MANAGEMENT SYSTEM AGREEMENT**

**between**

**COUNTY OF RIVERSIDE**

**and**

**HEALTHSPACE USA**





**TABLE OF CONTENTS**

|     | <b><u>SECTION HEADING</u></b>  | <b><u>PAGE NUMBER</u></b> |
|-----|--|---------------------------|
| 1.  | Description of Services .....  | 3                         |
| 2.  | Period of Performance .....  | 3                         |
| 3.  | Compensation .....   | 3                         |
| 4.  | Alteration or Changes to the Agreement .....                           | 5                         |
| 5.  | Termination .....  | 5                         |
| 6.  | Ownership/Use of Contract Materials and Products .....                 | 6                         |
| 7.  | Conduct of Contractor.....   | 6                         |
| 8.  | Inspection of Service: Quality Control/Assurance.....                  | 7                         |
| 9.  | Independent Contractor/Employment Eligibility.....                     | 7                         |
| 10. | Subcontract for Work or Services.....                                  | 9                         |
| 11. | Disputes.....  | 9                         |
| 12. | Licensing and Permits.....   | 9                         |
| 13. | Use by Other Political Entities.....                                   | 9                         |
| 14. | Non-Discrimination.....  | 10                        |
| 15. | Records and Documents.....   | 10                        |
| 16. | Confidentiality.....   | 10                        |
| 17. | Administration/Contract Liaison.....                                   | 11                        |
| 18. | Notices.....   | 11                        |
| 19. | Force Majeure.....   | 11                        |
| 20. | EDD Reporting Requirements.....  | 11                        |
| 21. | Hold Harmless/Indemnification.....                                     | 12                        |
| 22. | Insurance.....   | 12                        |
| 23. | General.....   | 15                        |
| 24. | Exhibit A-Scope of Service .....                                       | 18                        |
| 25. | Exhibit B- Payment Provisions .....                                    | 42                        |
| 26. | Attachment I-HIPAA Business Associate Attachment to the Agreement..... | 45                        |

This Agreement made and entered into this 8<sup>th</sup> day of February 2022, by and between HealthSpace USA Inc., a Virginia corporation authorized to conduct business in the State of California, with its principal address as 436 E. 36<sup>th</sup> Street, Charlotte, North Carolina 28205, (herein referred to as "CONTRACTOR" or "HealthSpace"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (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, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment 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 February 7, 2027 with the option to renew for two (2) additional annual renewals, 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 a total aggregate amount of one million three hundred thirty-eight thousand eight hundred ninety-one dollars (\$1,338,891) 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. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Department of Environmental Health  
Attn: Accounts Payable  
P.O. Box 7909  
Riverside, CA 92513-7909

- a) Invoices can be sent electronically to [DEH\\_AP@rivco.org](mailto:DEH_AP@rivco.org).
- b) 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 (EHARC-SOFTWAR-0003896); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered monthly in arrears.

**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 Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**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**

**6.1** The application HSCloudSuite is the intellectual property of HealthSpace USA and is a Commercial Off the Shelf ("COTS") application.

**6.2** The CONTRACTOR agrees that all materials, data, 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 limited 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 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**

County of Riverside  
Department of Environmental Health  
Attn: Contract/Procurement  
4065 County Circle Drive  
Riverside, CA 92504

**CONTRACTOR**

Healthspace USA  
Attn: Cameron Garrison  
436 E 36<sup>th</sup> Street  
Charlotte, NC 28205

**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](http://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 this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**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** 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. Policy shall name the COUNTY as Additional Insureds.

**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. Policy shall name the COUNTY as Additional Insureds.

**C. Vehicle Liability:**

If vehicles or mobile equipment are 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. Insurance Requirements for IT Contractor Services:**

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

2) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark,



trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

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

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified



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

5) 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 retentions or self-insured programs shall not be construed as contributory.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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.

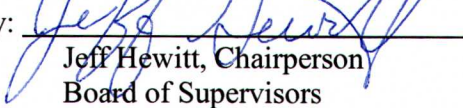
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**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.


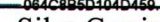
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By:   
Jeff Hewitt, Chairperson  
Board of Supervisors

Dated: FEB 08 2022

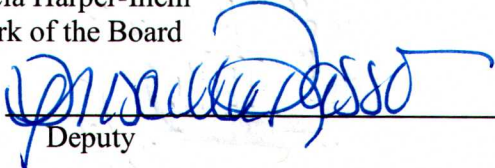
**HealthSpace USA Inc.**, a Virginia corporation authorized to conduct business in California

By:   
  
Silas Garrison  
Chief Executive Officer

Dated: 1/18/2022


ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Kristine Valdez  
Supervising Deputy County Counsel



## **Exhibit A**

### **Scope of Work**

1. CONTRACTOR represents that it has the skills, experience, and knowledge necessary to provide a complete Environmental Health Data Management System to the COUNTY. This system is based on the latest technologies in Environmental Health Data Management System to be implemented in a constantly growing organization with a need for scalability, security and the capability to integrate with other systems used within the organization. The COUNTY anticipates the installation of a new system will improve the collection of data related inspection, enforcement, and collection of fees. The system must be a reliable, cost-effective system that serves as an effective and efficient facility management tool, and assists the COUNTY in managing employee day-to-day workflow, activities, and training information.
2. It is understood that the system will be responsible for all data management for the regulatory programs as listed in section 8.3.

The County may choose to add more areas of regulation to the scope of the contract over time as needed. The cost of those additional areas will depend on the complexity and size of the program not contemplated in this original contract.

3. The Environmental Health Data Management System (EH DMS) must have the following capabilities:
  - 3.1. Creating owner, facility, and program records.
  - 3.2. Scheduling inspections and permitting activities.
  - 3.3. Tracking violations, enforcement actions, and employee activities.
  - 3.4. Invoicing, collecting fees/surcharges, displayed on a ledger, with compatibility with other county financial software (PeopleSoft).
  - 3.5. Printing of invoices, permits, and other reoccurring forms and reports.
  - 3.6. Providing a mobile field-based inspection process.
  - 3.7. Providing a public portal for document submission.
  - 3.8. Providing reports and create ad-hoc reports as needed or as required.
  - 3.9. Provide an integrated online payment system or be able to interface with an existing system

#### **4. SYSTEM ARCHITECTURE**

The EH DMS must provide the specific functionality required to support the DEH programs and compatibility with the broader architecture components required by Riverside County Information Technology (RCIT).

- 4.1 A centralized data repository and processes that data on a central application server.
- 4.2 Operate on data network developed and maintained by RCIT, which will include Local and Wide Area Networks (LAN/WAN).
- 4.3 Hardware, operating system, database management system, and programming languages that are current and commonly used in the Information Technology (IT) industry.
- 4.4 An application programming interface (API).
- 4.5 A software development kit (SDK).

- 4.6 Provide a user-friendly, functionally rich, and technologically current integrated system with environmental health functionality. Preferably it must have been successfully and fully operational for at least one year at the time of proposal evaluation.
- 4.7 Provide an existing application system with an operationally proven software package that can be customized and implemented quickly so that its benefits can begin to accrue within a reasonable period.
- 4.8 Remain current with general information technology industry standards.
- 4.9 Can import or incorporate changing laws, regulations, standardized comments, inspection checklists, or other criteria for such functions as inspection reports, violations notices, and enforcement actions.
- 4.10 Minimize unnecessary, redundant data entry into multiple systems, by maximizing the use of automated system interfaces, or integration, as needed between the EH DMS and CERS, SWIS, SDWIS and/or other external systems.
- 4.11 Provide an application programming interface (API) to interface with other systems. (i.e., CERS, Health Inspection Network, Laserfiche, Power BI, PeopleSoft, Elavon tie-in)
- 4.12 Support time management and user productivity tracking.
- 4.13 Provide strong end-user, ad hoc data access, reporting running, and PeopleSoft financials capabilities.
- 4.14 Provide staff with a mobile field-based inspection process that can work in an online/offline mode and will capture and retrieve photographs, documents, and have electronic signature capability.
- 4.15 Provide a public portal process that allows submission of applications, supporting documents, and payments by the public for DEH staff review, and automatic data transfer to the EH DMS.
- 4.16 Promote the development and implementation of common outcome and other performance measures across multiple programs to improve their effectiveness and comparability.
- 4.17 Have a consistent and uniformly enforced security model, which includes authentication, precise access control to information, and auditing capabilities. This model shall support the client/server components of the application and provide role-based access to appropriate functionality and data.
- 4.18 Provide ability to backup and recovery database and application.

## 5. TECHNOLOGY REQUIREMENTS

The EH DMS must be capable of operating within the existing Riverside County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards, so the application does not require its own separate technical environment, and have the capability of inter-operating, integrating, and/or interfacing with County and/or other systems as well as with standard office automation products.

- 5.1 The application must support a responsive design.
- 5.2 The application shall comply with Section 508 ADA.
- 5.3 The application must run on a client operating system that is consistently and currently supported by the operating system CONTRACTOR. Applications under maintenance are expected to always be current in



regard to the required client O/S. No outdated or unsupported client O/S will be implemented on the County network.

- 5.4 In order to support a secure environment, the application must run on the latest supported release of any required third-party software within 30 days of release.
- 5.5 Should the EH DMS require installation of software on the client PC, the EH DMS will not be installed under a specific User Profile. It must install and be available to all users on all the users' desktop.
- 5.6 Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the EH DMS. An account may be granted elevated privileges in order to do data collection.
- 5.7 The EH DMS must use generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services

## 6. GENERAL CAPABILITIES AND FUNCTIONS

- 6.1 The system shall be based on a modern Graphical User Interface (GUI) with graphical screen objects such as radio buttons, drop down lists, tabs, etc. used to select and activate functions rather than entry into text-based screens. Screens shall support flexible and direct screen navigation rather than hierarchical navigation through multiple levels. A browser-compatible GUI is also acceptable.
- 6.2 The system shall allow the ability for designated users to create and update user-defined fields and forms.
- 6.3 The system shall allow enhanced end-user reporting to assist the end-user through comprehensive reporting and analysis tools, which are part of the application system and through the ability to extract and download data into IT-approved desktop end-user report tools, such as those found in the Microsoft Office Suite, including Power BI.
- 6.4 The system shall allow designated users with the ability to generate on-line alerts, e-mails, tickler lists, and/or reports to remind staff and supervisors of scheduled pending, overdue, or potentially noteworthy activities or statuses, i.e., alerts for re-inspections and follow-up activities.
- 6.5 The system shall have the option to establish automated workflow processes for billing, penalization and permitting, scheduled inspections and follow-ups, and routes for reviews, follow up tasks, and closures.
- 6.6 The system shall have the ability to integrate/interface with current County systems and other CONTRACTOR's application software that must be implemented or acquired by the DEH.
- 6.7 The system shall have the ability to perform comprehensive data validation checks and enforcement of data integrity across all system transactions, including spell-check.
- 6.8 The system shall be fault tolerant, 24/7 access with a minimum of 99% up-time reliability through hardware and software fault tolerance methods and without scheduled downtime.
- 6.9 The system shall contain an audit trail which records all system transactions, and which identify the date and time of the change, the user making changes, and the pre- and post-change images of any affected data.
- 6.10 The system shall maintain multiple segments of history on values of key fields such as addresses, phone numbers, alias names, and others where changes are likely and previous values shall be maintained.

- 6.11 The system shall possess data back-up, restore, and archive capabilities, which include the ability to select data to be archived in accordance with user defined specifications. Checkpoint restart recovery capability is desired.

## 7. SECURITY AND CONFIDENTIALITY

The data that will be captured, processed, and reported by the EH DMS system may be confidential in nature. The DEH has a duty to maintain confidentiality and conform strictly to all federal, state, county, and local laws and regulations concerning the confidentiality of information.

- 7.1 The EH DMS must provide a strong model for security and confidentiality, which utilizes those elements inherent to the operating system, database management system, and the application. The application must provide a great deal of granularity in controlling the system functions and data each user will be able to access. The controls shall allow for defining access rights based on the following, alone, or in combination:
- 7.1.1 User role
  - 7.1.2 Point of access location
  - 7.1.3 County network versus Web user

These mechanisms must control field, data table, screen, menus, and other access to users accessing the system either through the County network or through the Internet.

- 7.2 The system shall allow access only to those portions of the record that are relevant to the particular transaction that the person is authorized to perform within an assigned security level.
- 7.3 B1 Level client/server software security, as defined by "Trusted Computer System Criteria", DOD 5200.28 - STD, 1985. B1 security requires the ability to add trusted labels (i.e., security level identification) at the field level.
- 7.4 Government C-2 security compliance.
- 7.5 Public Key Infrastructure (PKI) compliance for Web-enabled software including use of encryption, digital certificates, and digital signatures.
- 7.6 Requires both a sign-on identification and password for access or utilize Windows Certification protocol.
- 7.7 The system shall provide a method for users to change their individual password.
- 7.8 The system shall accommodate required changes of passwords periodically (e.g. 90-120 days), as specified by Riverside County.
- 7.9 The system shall declare a log-on as unsuccessful after three successive tries with an incorrect name or password. The number of successive tries shall be a parameter that may be modified by the system administrator.
- 7.10 The system shall provide an exception report of all unsuccessful attempts to log on or attempts to make unauthorized changes.
- 7.11 The system must provide a way for System Administrators to add new users, delete existing users, modify, and change access roles.
- 7.12 The system must employ a role-based security that allows/disallows user access to functional areas based on user security level, and differentiates between read and write ability, as well as access to reports.



- 7.13 The system must have multiple levels of access that allow access only to those portions of the record, and possibly field level of security, that are relevant to the particular transaction that the person is authorized to perform within an assigned role and security level.

## 8. FUNCTIONAL REQUIREMENTS

### 8.1 General Data Management

- 8.1.1 The system must have an overall ease of workflow inherent to your system's design and architecture from point of contact with a new business owner through routine inspection of the facility.
- 8.1.2 The system shall allow for flexibility in the workflow model, and easily allow for the DEH to implement changes as needed.
- 8.1.3 The system must include spelling check for accurate data entry.
- 8.1.4 The system must include short-cut keys for efficient data entry.
- 8.1.5 The system must generate and print both standard or custom and branded permits, forms, applications, certificates, inspection forms/reports, mailing labels, etc.
- 8.1.6 The system must have editable letter templates that can be used to correspond with applicants and can be populated automatically with relevant information.
- 8.1.7 The system must include the ability for Riverside County System Administrators to configure data items and data entry forms. The system must be flexible enough to allow for the editing, placement, and movement of data fields by the System Administrator without the need for a programmer.
- 8.1.8 The system must allow System Administrators the option to make certain desired data elements required.
- 8.1.9 The system must allow System Administrators the ability to add instructions/additional information to forms or screens.
- 8.1.10 The system must allow System Administrators the ability to change the field labels to fit the DEH terminology.
- 8.1.11 The system must allow for the addition of pop-up information/clarification at data entry workflows for staff, and the public for public-facing forms utilizing a public portal. Examples of pop ups include rules, regulations, tips, FAQs, tutorials, etc.
- 8.1.12 The system must allow for users to have multiple windows open, allow ease of navigation and moving between various forms or screens, and include the ability to launch new workflows quickly and with limited navigation.
- 8.1.13 The system must generate unique, sequential record identification numbers.
- 8.1.14 The system shall allow for the capture of multiple agency identification numbers, for example, California Environmental Reporting System ID, Solid Waste Information System ID, California Driver License, Contractor ID, Serve Safe, ICC, etc.

- 8.1.15 System Administrators must have the ability to change business rules by adding or changing configuration as necessary, without the need for a programmer or CONTRACTOR work-order.
- 8.1.16 The system must allow users to use/access several records at one time.
- 8.1.17 The system allows users to view and link to all related records from one record.
- 8.1.18 The system must provide versatile and comprehensive record searching, look-up, and sorting, for example, query records by street name, facility name, owner name, inspector name; query records by ID numbers; program types/identifiers, etc.
- 8.1.19 The system must allow for the creation of user-defined forms and fields.
- 8.1.20 The system shall allow for designated DEH staff to easily identify and merge duplicate records.
- 8.1.21 The system shall provide for attaching and storing photographs, scanned images, documents, and other program specific forms with the facility, program, complaint, service request or special event record in a variety of digital file formats (.doc, .xls, .dwg, .shp, .jpg, .pdf, etc.).
- 8.1.22 The system must perform data exchanges with CERS as per the CalEPA Electronic Data Transfer (EDT) endpoints Tiers 1 through 6.

## 8.2 Owner and Business

- 8.2.1 The system must capture and track at least the following business owner demographic data, including but not limited to:
  - a) Owner name and address; must allow for multiple names and addresses, such as Partnerships, Doing Business As, street address, mailing address phone numbers, e-mail address
  - b) Comments or Notes
- 8.2.2 The system must capture and track at least the following facility data, including but not limited to:
  - a) Facility Name
  - b) Site Address and Phone Numbers; must allow for multiple addresses and phone numbers such as street address, mailing address, phone number, e-mail address
  - c) GIS Latitude and Longitude Coordinates
  - d) City Code
  - e) Assessor's Parcel Number (APN)
  - f) Census Tract
  - g) Facility Status, which is linked to the activity of the permit or program type records related to that facility; examples of statuses would be Active, Closed
  - h) Contractor/Agent/Certified Professional information, including certification expiration date name and title of certifier, and type of certification, for example, for certified food managers, underground storage tank designated operators
- 8.2.3 The system must retain all owner name and address history to be captured and used interchangeably for one facility.
- 8.2.4 They system shall have the option to allow the DEH to easily transfer ownership between owners, and define which, if any, related records (inspections/violations, invoices/account information etc.) shall also be transferred.



- 8.2.5 The system must provide for identifying facilities that share a physical location, for example, strip malls with no unit numbers, commercial establishment renting space to numerous licensees, etc.
- 8.2.6 The system shall have the ability to map GIS coordinated from facility addresses, and display exact location on a map, for example, with ESRI products and/or Google Earth. Inspector routing ability with GIS component is desired.

### 8.3 Programs and Permits

- 8.3.1 The system must capture activity for programs, including but not limited to:
  - a) Body Art
  - b) Consumer Food
  - c) Food worker program
  - d) Hazardous Materials/Certified Unified Program Agency (CUPA)
  - e) Jail and prison inspections
  - f) Land Use
  - g) Lead Hazard Remediation and Surveillance
  - h) Liquid Waste
  - i) Medical Waste
  - j) Mobile home Parks
  - k) Monitoring Wells
  - l) Organized Camps
  - m) Plan check
  - n) Proposition 65
  - o) Recreational Health (Pools/spas/water bodies)
  - p) Site Clean-up
  - q) Solid Waste
  - r) Special events
  - s) Retail Tobacco
  - t) Vector Control
  - u) Water Wells
  - v) Water System
- 8.3.2 The system shall allow for the use of standardized business type and chemical type codes, for example NAICS, CAS, SIC.
- 8.3.3 The system must capture program information, including but not limited to:
  - a) Type of Business
  - b) Status of Business and Date of Status Change, and historical tracking
  - c) BOE ID (or CDTFA ID), EPA ID, CERS ID, SWIS ID, and other related Identification Numbers for certain business types
  - d) Employee Assigned to business/facility/program activity
  - e) Contact name, Title, Phone Numbers for contacts related to the business/facility/program activity, for example, for emergency notifications.
- 8.3.4 The system shall allow for issuance of specific licenses and registrations, for example, body art practitioner registration backflow prevention certification, food handler certification, etc.
- 8.3.5 The system shall allow complete permit histories to be accessible by facility address, APN, permit ID, and/or geographic location.
- 8.3.6 The system must have the ability to generate permits based upon full payment of fees.

- 8.3.7 The permit must display time period.
  - 8.3.8 The permit must display each active program.
  - 8.3.9 The system must capture permit conditions based upon the specific program activity.
  - 8.3.10 The system must allow the ability to flag fee exempt facilities and produce permits based on permitting criteria.
  - 8.3.11 The system must allow for multiple permits at one facility to be consolidated onto one permit with one renewal date. The DEH shall have the ability to generate custom renewal due dates based on business rules.
  - 8.3.12 The system must allow the DEH to easily view related financial information while displaying the program and permit information.
  - 8.3.13 The system must provide an automated method to display a “red flag” or a hold indicator to permits that have open violations, or outstanding fees, preventing further action or permit renewal until open violations have been corrected and fees have been paid.
  - 8.3.14 The system must have data fields defined by the California Code of Regulations, Title 27, Division 3, Subdivision 1- Data Dictionary. These fields must meet the XML Schema (XML Tag) reference for all data fields defined in the Unified Program Data Dictionary, used by businesses and regulators to fulfill the Unified Program requirements for electronic reporting. These fields must be able to be updated annually as needed.
  - 8.3.15 The system must allow for use of external standardized code sets, for example, Environmental Protection Agency (EPA) Analyze Codes when entering water system and water well testing results, and State Solid Waste Information System (SWIS) when entering violations on solid waste facility inspections.
- 8.4 Daily Activity, Inspections, Violations, Complaints, Service Requests, and Enforcement
- 8.4.1 The system must track and record the daily activities, site inspections, and violations, including but not limited to:
    - a) Date
    - b) Related Facility, Program
    - c) Employee
    - d) Type of Activity/Inspection/Violation
    - e) Reason for Activity/Inspection/Violation
    - f) Result of Activity/Inspection/Violation
    - g) Degree of Result/Violation/Compliance
    - h) Corrective Action
    - i) Comments or Notes.
  - 8.4.2 The system must track and record complaints and service requests, including but not limited to:
    - a) Date Received, Assigned, Resolved, Referred
    - b) Related Facility, Program, if applicable
    - c) Address of Complaint/Service site location, APN, Census Tract, GIS Latitude/Longitude, and ability to map and display GIS coordinates of Complaint location on a map, if not same as/associated with a Facility
    - d) Complainant/Service Name, Business Name if applicable, Address, Contact/Phone information



- e) Property Owner Address, Contact/Phone information of Complaint/Service site location, if not same as/associated with a Facility
  - f) Owner Name, Business Name, Address, Contact/Phone information, if not same as/associated with a Facility
  - g) Employee Taking the Complaint/Service
  - h) Employee Assigned to Complaint/Service
  - i) Reason for/Description of Complaint/Service
  - j) Status of Complaint/Service activity/description
  - k) Comments or Notes
- 8.4.3 The system must track and record additional service request information, including but not limited to:
- a) Plan Check information, if applicable
  - b) Contractor/Agent/Certified Professional information, including certification expiration date, name and title of certifier, and type of certification, for example, for certified food managers, underground storage tank designated operators
  - c) Service Comments or Notes
  - d) Service Amount Paid (not tied to financials)
  - e) Receipt Number (not tied to financials)
  - f) No storage of check or credit card numbers in the system
- 8.4.4 The system must allow for complaints and service requests to either be associated with an existing facility, or stand on their own with no existing facility, with the ability to link to existing facilities during or after record entry
- 8.4.5 The system shall have the ability to attach and store photographs, scanned images, documents in a variety of digital file formats (e.g. .doc, .xls, .dwg, .shp, .jpg, .pdf, etc.) to the Activity/Inspection/Violation/Complaint/Service Request.
- 8.4.6 The system shall allow for supervisor review of daily activities, inspections, violations, complaints, service requests, and enforcement.
- 8.4.7 The system must allow for the DEH to determine and set frequencies of routine inspections, and follow-up parameters for activities, inspections, violations, complaints, and service requests.
- 8.4.8 The system must have a method of tracking and alerting assigned DEH staff that routine and follow-up activities, inspections, violations, complaints, and service requests are scheduled/due, according to the DEH defined parameters.
- 8.4.9 The system must allow the DEH to create and define violations with associated code citation, corrective action, and standardized comments.
- 8.4.10 The system must provide an automated method to display “red flag” or hold indicator to facilities that have open violations and removed once open violations are corrected.
- 8.4.11 The system must provide a method to track all DEH defined enforcement activities, including type of enforcement, for example, when a phone call is made, a letter is printed, hearing and appeal information, dates, penalties, referrals, and outcomes, etc.
- 8.5 Scheduling and Staff Activity
- 8.5.1 The system must have a user configurable task assignment function of staff “to-do” items for daily planning and scheduling of initial, routine, and follow-up inspections, complaints, service requests, violations, and other related activities.

- 8.5.2 The system shall support “tickler lists” for staff workload management, scheduled appointments, pending, follow-up, overdue, or potentially noteworthy activities. It is desired that such lists have GIS integration for route planning.
- 8.5.3 The system shall allow the ability for designated DEH staff to assign, reassign, and transfer facilities, programs, complaints, service requests, and special events between staff, and track changes.
- 8.5.4 The system shall allow for recording and tracking staff time, travel time, and mileage of initial, routine, and follow-up inspections, complaints, service requests, violations, and other related activities, including generating billing from daily time and activity records.
- 8.5.5 The system shall support the recording and tracking staff time for indirect services, such as community presentations, staff in-services, student training, vacation time, sick leave time, Continuing Education Units time, emergency preparedness events, and other activities.
- 8.5.6 The system shall have the ability to display and report, such as in a dashboard, staff activity and productivity over a user-selected time period, for example, daily, monthly, quarterly, annually, by individual staff, or by multiple staff or groups of staff, for example, for supervisor or manager review. Integration into other reporting tools (e.g. Power BI) is desired.
- 8.6 Financials
  - 8.6.1 The system must generate fees based on program types.
  - 8.6.2 The system must allow for multiple billing cycles for a facility, aged on 30, 60, 90, 120, 121+ day basis.
  - 8.6.3 The system must allow for one debit transaction per program type which meet cyclic billing criteria, including inactive facilities and exempt status.
  - 8.6.4 The system must allow designated DEH staff with the ability to edit, delete items for auto-charges and penalties prior to posting.
  - 8.6.5 The system must have the ability to accommodate unit rate, no unit, fixed, one-time, prorated, recurring, and discounted charges/fees.
  - 8.6.6 The system must allow for specialized billing charges, penalties, and discounts based on County Fee Ordinances and other mandated requirements, such as organized camps and Federally Exempt.
  - 8.6.7 The system must allow for hourly charges, with fee per minute billing.
  - 8.6.8 The system must age accounts based on oldest "unpaid" debit transaction.
  - 8.6.9 The system shall allow a feature for “flagging” accounts for collections based on DEH defined criteria, for example, upon 120 days aged and balance of \$5.01 or more.
  - 8.6.10 The system must allow DEH staff the ability to transfer payments across charges, across invoices, and across accounts, certain credit balances, by owner and/or accounts receivable, for example, in the situation where the owner of several establishments submits one payment.
  - 8.6.11 The system must allow DEH staff the ability to select certain line items/transactions to remove/hide prior to billing.



- 8.6.12 The system must allow DEH staff the ability to selectively post payments, debit adjustments, credit adjustments to specific single charge, payment, debit adjustment, credit adjustment items.
- 8.6.13 The system shall allow posting tracked at line item, for DEH staff to view the associated transactions and history of the item.
- 8.6.14 The system must facilitate open item accounting, where each financial transaction is tied to a debit transaction.
- 8.6.15 The system must allow for overpayments.
- 8.6.16 The system must calculate penalties based on the fee balance amount.
- 8.6.17 The system must allow DEH defined amount of penalization based on facility/program type.
- 8.6.18 The system shall allow DEH staff the option to assess penalties in excess of original fee.
- 8.6.19 The system shall have the ability to automatically assess penalties, based upon a determined percentage, if base fee is older than 30 days.
- 8.6.20 The system shall allow DEH the ability to exclude facilities from billing.
- 8.6.21 The system shall allow invoices to be generated and printed in batches, and/or individually as needed.
- 8.6.22 The system must generate invoices and fees according to the DEH defined formulas, fee schedules, and based on other criteria/codes.
- 8.6.23 The system shall allow fee/discount/penalty transactions and adjustment codes (i.e.: refunds, rejected checks, write-offs) to be added and edited by designated administrators.
- 8.6.24 The system shall allow designated staff the ability to override fees, add re-inspection fees, or additional fees/penalties.
- 8.6.25 The system shall allow for account records to be associated with an already existing facility or stand on their own, with no associated facility record, and have the option to link a stand- alone account with an existing owner record.
- 8.6.26 The system must allow posting of multiple forms of payment, for example, cash, checks, inter-fund transfers, credit cards with ability to process online payments designed with the system, or with the ability to integrate with existing online payment CONTRACTORS.
- 8.6.27 The system must allow DEH the ability to customize due dates for general billing.
- 8.6.28 The system must allow designated administrators to configure payoff priority for invoices/charges.
- 8.6.29 The system shall allow for comment/notes to be entered online items, transactions, invoices, accounts, etc., to be retained historically, only editable by designated DEH staff and administrators.

- 8.6.30 The system shall include auditing/tracking of all changes, transactions/code set ups/rate table entries and other system adds, edits, deletes, etc. by user to be accessible and viewed by designated DEH staff and administrators.

## 8.7 Mobile Inspections

- 8.7.1 The system shall feature a mobile field-based inspection process, containing similar functional requirement attributes as outlined above, to track and record daily activities, site inspections, violations, complaints, and service requests off-site, in the field.
- 8.7.2 The system shall allow for mobile inspections to be performed in both real-time and off-line modes, should Internet service not be available.
- 8.7.3 The system shall allow for both scheduled and unscheduled inspections.
- 8.7.4 The system shall allow for DEH staff to have ability to sync their inspection schedules with Microsoft Outlook or similar software.
- 8.7.5 The system shall have the ability to display and report, such as in a dashboard, a work center where DEH staff can view all of the inspections assigned to them. It is desired that this display can link to a GIS interface.
- 8.7.6 The system shall allow for an unlimited number of unique DEH defined inspection report forms, as each form must be unique to its related program.
- 8.7.8 The system must provide the capability to capture one or more electronic signatures.
- 8.7.9 The system must be able to produce program inspection report results in .pdf file format for printing or saving or e-mailing while in the field.

## 8.8 Public Portals

- 8.8.1 The system shall contain a public web portal for the public to submit applications for permits or renewals with online payments, view of inspection results, see historical permits, pay fees, and file and track complaints and service requests.
- 8.8.2 The system shall allow collection of demographic data, same as Owner and Facility, from individuals who submit applications, and stored in a way that allows the individual to be associated with the facilities and permits/licenses when the permits/licenses are issued. This data shall auto-populate redundant fields located in Permits.
- 8.8.3 The system shall not allow the public submitter to edit the application, once the initial application is submitted. However, designated DEH shall have the ability to review, edit, and approve applications and forms, for example, if all requirements were not met, with the ability for the public submitter to resubmit the form with required revisions if rejected by DEH.
- 8.8.4 The system shall allow for specific permit application fields to be set as required, as determined by DEH, for the permit application to be submitted.
- 8.8.5 The system shall have the ability to easily provide mobile-friendly facility information, including hazardous materials inventories, site maps, and emergency contacts, to first responders.
- 8.8.6 The system shall provide the ability to send e-mail to individually selected applicants, which must include attached notices and receipts, and the ability to send e-mail to multiple/mass recipients, in groups based on user selected criteria, such as certain dates, activities, program types, etc.
- 8.8.7 The system shall retain all e-mail communication records in a way that are easily searchable and identifiable.



- 8.8.8 The system shall have the ability to auto-generate DEH pre-defined notifications for any requests or applications submitted, for example, confirming receipt of plans and whether or not the plans are approved as submitted.
- 8.8.9 The user must have the ability to edit any portion of the notification templates.
- 8.8.10 The system shall allow the public submitter the ability to upload video and pictures for return to compliance documentation, including for complaints, retained/stored as part of the record/file, and easily searchable and identifiable.
- 8.8.11 The system shall have the ability to accept on-line payments for corresponding permits and renewals.
- 8.8.12 The system shall allow for public self-registration of secure portal user accounts, generating unique IDs and passwords, which can be reset if needed by the public portal user utilizing system prompts, with no County assistance.
- 8.8.13 The public portal must be responsive to scale to mobile devices.
- 8.9 Queries and Reports
  - 8.9.1 The DEH DMS must have a comprehensive reporting capability to support management, compliance, and other reporting requirements. The following types of outputs and functions must be supported:
    - a) Production Reports, which are predefined as to content and generated on a regular basis
    - b) Ad Hoc Reports, which are custom designed for specific information need and generated on request
    - c) Ad Hoc Queries, or on-line request for information based on natural language-like statements for selection, extraction, and formatting of query results
    - d) Internal administrative and management reports used within DEH
    - e) State or Federal compliance reports
    - f) Downloads or extracts of data to desktop, database, analysis, and reporting tools
    - g) Electronic outputs produced on a regular or on-request basis for other organizations with which DEH must share data
    - h) Reports generated at user-defined frequencies, for example, daily, monthly, periodic, ongoing, etc.
    - i) Flexibility to select and sort data elements from any module in the system using user-defined criteria
    - j) Generate labels and/or letters based on user-defined criteria
    - k) Ease of creating file extracts and reports into formats for input to common applications, such as Word, Excel, Power BI, etc.
  - 8.9.2 The system must provide an easy, simple, user-friendly yet flexible standard method for the DEH to query data and create custom, ad-hoc reports, with the ability to select and sort data from any field within the system, where the design allows for partial and "wild card" queries.
  - 8.9.3 The system shall allow for the DEH to have the ability to create queries "on the fly" and save those queries for future use.
  - 8.9.4 The system shall contain real-time dashboard functionality, for example, displaying dynamic charts and graphs on a user's home page.
  - 8.9.5 The system shall allow DEH the ability to customize reports from existing DEH DMS standard

canned reports, as needed.

- 8.9.6 The system shall allow DEH the ability to enter and change parameters, for example, Dates, Date Ranges, Record/Program Types, geographic areas, employee, groups of employees, etc., when running reports, including canned and ad-hoc.
- 8.9.7 The system shall allow DEH the ability to preview a report prior to executing.
- 8.9.8 The system must allow DEH the ability to access financial data in the form of a report sorted by various DEH-selected data fields, for example, "Financial-amount of dollars received per program per type of license or enforcement issue," "Financial-amount of dollars outstanding per program per type of license or enforcement issue," "Facilities which owe payment," etc.
- 8.9.9 The system must allow DEH the ability to be able to view status/actions required for complaints in the form of report, for example, "pending outbreaks," "complaint type totals," "pending recalls," "outstanding complaint investigations," etc.

#### 8.10 INTERFACES

- 8.10.1 Riverside County employs Laserfiche to image all documents related to Environmental Health. These documents must be available through the system. Interfaces with other software may be required (i.e., Microsoft Office 365, including email and Active Directory, PeopleSoft, ESRI).

#### 8.11 DATA CONVERSION

- 8.11.1 The CONTRACTOR must be able to convert the existing data from the EnvisionConnect system into their system. At least three rounds of data conversion to ensure data is converted properly. Two rounds during testing/configuration and one round prior to go-live.

#### 8.12 IMPLEMENTATION REQUIREMENTS

Implementation is defined as all tasks performed by the CONTRACTOR, DEH, and RCIT staff related to configuring, developing interfaces, installing the system, functionally and operationally testing the system, documentation, training, and implementation. The CONTRACTOR will be responsible for tracking, resolving, or coordinating the resolution of all reported problems within the implementation date. The CONTRACTOR will have staff members accessible by e-mail and/or telephone to diagnose and resolve problems.

Although RCIT desires an expeditious implementation, it recognizes the implementation schedule shall be realistic and consistent with the estimates of the CONTRACTOR. The CONTRACTOR shall prepare a realistic yet aggressive implementation plan.

##### 8.12.1 Develop Project Work Plan & Implementation Schedule

- a) The CONTRACTOR will develop, and keep updated, a Project Work Plan and Implementation Schedule using Microsoft Project or other DEH/RCIT approved software. The approved project plan will be the basis for tasks and responsibilities.
- b) The DEH and RCIT Project Manager will approve changes to deliverable time frames in writing at least two weeks prior to the impacted milestones. All approved changes will be reflected in the work plan and the CONTRACTOR will highlight and explain any major changes to an earlier approved version.
- c) The CONTRACTOR shall identify all relevant assumptions made in the development of the project plan. All assumptions will be clearly documented; including assumptions made for



development software tools, use of any third-party software, Riverside County resources providing assistance, etc.

#### 8.12.2 Project Management

- a) The CONTRACTOR will manage and deliver the goods and services defined in the Scope of Work.
- b) The CONTRACTOR will provide a project organization chart specific to the personnel/staff assigned for the duration of the contract.
- c) The CONTRACTOR will designate a Project Manager who will have the authority to commit the resources necessary to satisfy all contractual requirements.
- d) The CONTRACTOR will utilize a comprehensive methodology for ongoing project risk management to address such issues as technical risk, resource issues, scheduling problems, readiness, etc.
- e) The CONTRACTOR will define notification and escalation procedures to address extended and unresolved problems, and system failure to the CONTRACTOR Project Manager, DEH, and RCIT Project Manager. The escalation procedures will include, but not be limited to the following:
  - i. Conditions warranting additional help in resolving a problem
  - ii. Time duration between escalating to the next level of support
  - iii. A diagram depicting the various levels of response

#### 8.12.3 User Acceptance Testing and Corrections

- a) The CONTRACTOR will conduct a User Acceptance Test to ensure DEH users are able to successfully use the DMS.
- b) The CONTRACTOR will develop test scripts, review results and recommend initial system acceptance. County users will assist in the actual test and be responsible for final approval of user acceptance test recommendations.
- c) The CONTRACTOR will make any corrections based on the results of the User Acceptance Test.

#### 8.12.4 Documentation

- a) The CONTRACTOR will provide updated documentation in electronic form, which details how users, administrators, and IT staff perform DEH functions for the version of the system delivered.
- b) The user manuals will present system functionality to end users in a clear, concise, non-technical manner.
- c) All technical and end-user documentation and training materials provided by the CONTRACTOR will become the property of the Riverside County, at no additional charge.
- d) OPTIONAL: A corresponding on-line tutorial and/or instruction on system use for new staff is desired.

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### 8.13 MAINTENANCE AND SUPPORT

The CONTRACTOR will be responsible for maintaining and supporting all installed application software, initially under a one year warranty, beginning after full acceptance of the system, upon implementation. Further support will be provided under ongoing software maintenance renewals.

Upon payment of annual maintenance, the cost of support will be borne by the CONTRACTOR unless issues are directly attributable to malfunctioning hardware, network, operating system or other system components whose operation and maintenance is the responsibility of RCIT.

- 8.13.1 Develop procedures and establish notification for distribution of any software upgrades or version replacements to which DEH is entitled under the software maintenance agreement, along with updated user and operational documentation, and assist in its installation in the test environment and migration to production.
- 8.13.2 Maintain compatibility and integration with any third-party reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, RCIT will notify the CONTRACTOR in advance, so analysis and code changes can be implemented as quickly as possible.
- 8.13.3 Correct any errors in functionality which are reported by DEH within a reasonable period, depending upon the severity of the error.
- 8.13.4 Provide a means for DEH staff to report system problems via e-mail and telephone to CONTRACTOR staff who are dedicated to supporting clients and are accessible as required, during normal business hours and weekend/holiday support.
- 8.13.5 Ensure responses are made to DEH staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the CONTRACTOR-assigned support staff person.
- 8.13.6 Establish and implement policies and procedures for prioritizing and responding to DEH requests for support including:
  - a) Criteria for diagnosing reported problems and determining probable cause(s) of the problem
  - b) Use of Severity Index criteria for assessing the impact of reported problems
  - c) Determining responsibility for problem resolution
  - d) Defining response time for various categories of problems
  - e) Documenting the response and subsequent actions
  - f) Escalating disagreements regarding cause of the problem and responsible party
  - g) Working cooperatively with DEH staff to promptly resolve problems
  - h) Tracking all problem reports
  - i) Correct any application software errors through remote or on-site service by CONTRACTOR personnel or otherwise qualified subcontractors according to the response times.
  - j) Requests or proposals for new or enhanced functionality, outside of the core software components.



**9. Roles and Responsibilities will apply to each program area (i.e. Food).**

| <b>Project Phase and Task Areas</b>  | <b>HealthSpace Role</b>   | <b>County Role</b>  |
|--|---|---|
| <b>Program Start Items</b>   |   |   |
| Define Project Team – Exchange Information Between Teams   | Project managers for HealthSpace set expectations for tasks and timelines | Identify Program area decision-makers and subject-matter experts, and make them available for the project.                |
| Review and Refine Goals of the Program Set up  | Lead the review, per tasks/ plans for the program                         | Program team members engaged and participating.   |
| Provide All Forms Related to Program   | Incorporate into requirements   | Provide forms to Healthspace  |
| Provide Data for Import  | Review and generate data map from legacy database to HealthSpace database | Provide knowledge and documentation of, and exports of, data from current solution to provide data for conversion/import. |
| <b>Analysis and Documentation</b>  |   |   |
| Requirements Analysis Sessions (preferably onsite)   | Lead  | Participate   |
| Initial HS Gap Analysis and Early Requirements Documentation   | Document and identify proposed resolution                                 | Participate   |
| Review of Initial Analysis and Requirements  | Lead  | Participate   |
| Full Analysis and Detailed Requirements Documentation, including: <ul style="list-style-type: none"> <li>• Data elements (fields)</li> <li>• Business rules/workflows</li> </ul> | Document  | Review and approve  |
| Finalization of Requirements   | Lead  | Review and approve; Serves as scope definition for final deliverable.   |
| <b>System Configuration and Set Up</b>   |   |   |
| Data Dictionary – Full Set Up  | Responsible   | Review and approve  |

| <b>Project Phase and Task Areas</b> | <b>HealthSpace Role</b> | <b>County Role</b>  |
|-------------------------------------|-------------------------|---|
| Rules and Logic Additions           | Responsible             | Review and approve  |
| Printable (forms) Set Up            | Responsible             | Confirm what needs to be printed from the system at different points in the workflow. |

|   |                       |  |
|---|-----------------------|--|
| Needed Development Items (if applicable)  | Responsible           | Define, review, and approve  |
| Data Scripting and Import   | Responsible           | Review and approve, as applicable  |
| <b>Client Testing</b>   |                       |  |
| Scripted Testing of Data Dictionary/<br>Rules & Logic/Printed Output/<br>Conversion<br><br>Testing covers ability to get all required elements in and out (in required formats – permits, invoices, inspections, reports), as required by County business rules/workflows | Support               | Program Managers and subject matter experts most knowledgeable on the business processes and requirements of the program to drive test requirements.<br><br>Testing scope ties back to previously approved requirements. |
| Needed Bug Fixes/Changes  | Responsible           |  |
| Finalization of Test Scripts  | Lead                  | Support  |
| Generalized Testing   | Support               | Lead   |
| Generalized Updates   | Responsible           |  |
| System Finalization   | Lead                  | Support  |
| End User Training   | Lead                  | All program staff, program managers and subject matter experts to attend/participate.  |
| <b>Transition</b>   |                       |  |
| Finalize System is Ready for Go Live –<br>All required testing complete and no Severity 1 or 2 issues open  | Joint Decision-making | Joint Decision-making  |
| Deploy All Cloud Elements Live  | Responsible           |  |
| Confirm all Transition items on Live  | Responsible           |  |
| Cut off legacy system usage/provide final cut of data   |                       | County to provide final export of data for go live   |
| Import/Refresh Data   | Responsible           |  |
| Usage Begins  | Support               |  |

#### 10. COUNTY RESPONSIBILITIES

County will, in addition to its other obligations hereunder, be responsible for:

- County shall commit the following skilled resources and management time to support the Services, to perform the review and acceptance cycles in a timely manner, and to accomplish the objectives of the Project: Project Manager, Business Change Analyst, Subject Matter Experts on Programs, leadership for decision-making, and end-users for testing and training
- County shall provide contractor access to County's personnel and facilities in order for Contractor to fulfill its obligations hereunder.

#### 11. CONTRACTOR RESPONSIBILITIES

Contractor will, in addition to its other obligations hereunder, be responsible for:



- 1) Contractor shall commit sufficient skilled resources and management time to complete the project on time and on budget, including: Sr. Dedicated Project Manager, a secondary project manager, Sr. Business Analyst, Data Specialist, and a Configuration Specialists.

| <b>SaaS Severity Level</b>   | <b>Target Response Time</b>  |
|--|--|
| <b>SaaS Severity Level 1:</b> <i>Requires immediate attention—Critical production functionality is not available, or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.</i>                                | <p><i>Request Response Time: 10 minutes.</i></p> <p><i>Request Resolution Time Target: &lt; 2 hours.</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 24 hours</i></p>                    |
| <b>SaaS Severity Level 2:</b> <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.</i> | <p><i>Request Response Time: 30 minutes.</i></p> <p><i>Request Resolution Time Target: &lt; 4 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 48 hours</i></p>                     |
| <b>SaaS Severity Level 3:</b> <i>Requires attention—There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully, and users are able to continue business operations.</i>   | <p><i>Request Response Time: 30 minutes. during Business Hours</i></p> <p><i>Request Resolution Time Target: &lt; 6 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 3 days</i></p> |
| <b>SaaS Severity Level 4:</b> <i>There is a problem or issue with no loss of service and no business impact.</i>   | <p><i>Request Response Time: 1 hr. during Business Hours</i></p> <p><i>Request Resolution Time Target: &lt; 24 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 7 days</i></p>      |

## 12. HEALTHSPACE STANDARD FOR SERVICE (SLA)

HealthSpace offers the following levels of service to ensure maximum availability and performance. The HealthSpace 99.99% uptime guarantee sets standards for service in these critical areas:

### 12.1 Network Availability

Network uptime occurs when the functionality of all HealthSpace network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HealthSpace servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The HealthSpace network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and HealthSpace. Should a network outage occur that results in Client system unavailability, HealthSpace will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

### 12.2 Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HealthSpace server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket-tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the HealthSpace server comes back on line. HealthSpace critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HealthSpace will credit the Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

### 12.3 Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HealthSpace server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HealthSpace will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

### 12.4 Maintenance and escalation (scheduled and unscheduled)

HealthSpace will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HealthSpace will immediately notify the Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HealthSpace Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HealthSpace Chief Executive Officer.



Should the outage last more than four (4) hours HealthSpace will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

#### 12.5 Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM PST with the exception of federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

#### 12.6 Additional Services

12.6.1 Hosting of Client data

12.6.2 Technical support to staff in accordance with HealthSpace's established maintenance policy

12.6.3 Changes or additions to Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.

12.6.4 Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case-by-case basis and scheduled for completion based on priority. See Attachment D for more details.

12.6.5 Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the offline version, or Field Client.

### 13. Customer support response times SLA:

Ticket Priority Status Classification:

#### 13.1 Priority Levels

| Status   | Ticket Classification   | Request Response Time |
|----------|---|-----------------------|
| Critical | Work stoppage   | 1 hour                |
| High     | Some important production functionality is not available, or a small number of users cannot access the system   | 4 hours               |
| Medium   | Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully, and users are able to continue business operations. | 4 business hours      |
| Low      | There is a problem or issue with no loss of service and no business impact.   | 8 business hours      |

#### 13.2 Support Ticket Submission

Clients are required to appoint three authorized customer service contacts prior to going live. Support services will not be activated until these contacts have been appointed and trained.

By submitting a support request, you agree to the terms and conditions of your contract.

### 13.3 New Feature Requests

Feature requests should be submitted through the Feature Request form in order to be considered for development. HealthSpace is under no obligation to fulfill any new feature request submitted and will prioritize features based on the level of impact and number of requests. System Configurations, such as workflow changes, and mandated changes by changes in local, state, or federal ordinances, are included in support items.

Customers will be provided with documentation on system configuration changes. Changes requested to be made by HealthSpace that fall outside of the scope of the original contract, and that are not changes to existing in scope items, will be considered a new feature, which may require a new contract or an addendum to the existing contract

13.3.1 Customers may have additional authorized contacts as negotiated in contract 2. New features may require a new contract or an addendum to your existing contract.

### 13.4 General SLA Exceptions

Clients with delinquent accounts may not take advantage of our uptime guarantee. The Client must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

Additional Information: Optional Native - Fully Integrated - Merchant Services “HSPay” - if desired - in the online citizens portal:

As discussed at length in the Solutions Requirements spreadsheet, the online citizen portal support full processing of payments via Debit, Credit, and ACH payments online. There are two methods for processing payments through the portal.

1. API integration with a merchant of choice by the department: If this option is selected all merchant services, and card processing will be handled by the department's 3rd party vendor and will be seamlessly integrated via API in the citizens portal.
2. Fully native - integrate - HSPay merchant services: HealthSpace offers fully integrated, off the shelf, merchant services that do not require a 3rd party vendor and API integration. This native integration provides much more functionality than agencies are used to having in their accounting and reporting tools. HealthSpace partnered with Heartland <https://www.heartland.us/solutions/services/municipalities>. Heartland has vast experience with state and local government payment processing and has done a custom integration with the HealthSpace online portal for our clients. Should the department choose to use this native functionality for merchant services, as opposed to a 3rd party processor, the department will gain liability protection not available through traditional merchants, and typically enjoys a much better rate - based on the volume of transactions HealthSpace clients do - providing better value for the department and the citizens it serves. HealthSpace also carries insurance, \$5million USD per incident, of coverage that insures the HSPay services over and above Heartland's certifications, protection, and insurance. HSPay is offered at no additional cost to the County. Heartland's fee is 2.9% per transaction.

Heartland is a Tier 1, PCI certified processor, below is the AOC (Attestation of Compliance) for Heartland's “pro-pay” product native to HealthSpace.



## 14. Project Plan/Timeline Here:

Below is a proposed sample timeline. Once contract is executed a final timeline, which can be faster – or if County wishes slower - than the timeline listed below, will be finalized with the County project manager and will become by reference part of the contract.

| Deliverable  | Begin Date   | End Date        | Dependency/Notes  |
|--|--|-----------------|---|
| Kick-off meeting:<br>Project Planning,<br>Provide Healthspace's perspective on best practice for software use cases and common terminology | February 2022<br>Date to be determine pending BOS's approval | March 1st, 2022 | Onsite meetings (if allowable).<br>Updated work plans delivered at the end of deliverable.<br><br>Project dates to be determined and approved by HealthSpace and County.  |
| Review of standard system as delivered to County   |  |                 | HealthSpace to deliver core application to County and provide logins immediately following kickoff  |
| Solution Configuration   | March 15   | May 31st        | This can be done more quickly, but as a target pace leaves room for agency to not be rushed   |
| Finalized Project Work Plan  | Date to be determine   | March 1st, 2022 | Onsite meetings (if allowable).<br>Updated work plans delivered at the end of deliverable.  |
| Data Conversion (first 2 rounds)   | March 15   | June 18         | This represents the initial conversion, review and remediation, a 2nd import review and remediation, and a 3rd import to finalize status for go live. This can be done faster, should the department wish, given our extensive experience with the County's legacy product. |
| Reports and Dashboards Configured  | June 6   | August 15       | Typically, this is started after initial data conversion and cleanup  |

|  |                |                          |   |
|--|----------------|--------------------------|---|
| Interfaces & Data Exchanges Configured         | June 13        | September 19             | Typically, this is started after configuration is signed off. This can be broken into a couple of milestones and started earlier if desired.  |
| Data Conversion & Migration Completed          | March 15       | September 19             | This represents the initial conversion, review and remediation, a 2nd import review and remediation, and a 3rd import to finalize status for go live. This can be done faster, should the department wish, given our extensive experience with Envision data. |
| Testing script and plan                        | June 13        | Sept 19                  | Technical Deliverable Documents   |
| Training Plan                                  | June 13        | Sept 19                  | Training Plan Details   |
| Go-Live Plan                                   | June 13        | Oct 19th                 | Go-Live Plan  |
| Solution Testing Completed                     | September 19th | October 15th             |   |
| User Acceptance Testing Completed              | September 19th | October 15 <sup>th</sup> |   |
| Execute Go-Live Readiness Assessment Checklist | September 21   | October 15th             | Go-Live Readiness Activities  |
| End-User Training                              | October 15th   | October 19th             | On-site   |
| Deployment - Go-live                           |                | October 22nd             | Official live usage begins. Anytime County chooses after training is completed  |
| Post live assessment and review                |                |                          | Post live use assessment and tweaks if necessary, refresher training available here if needed as well   |



**Exhibit B**  
**Payment Provision**

| ITEM  | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   | Option to Renew for 2 additional years (year 6 & 7)    |  |
|---|--|--|--|--|--|--|--|
| <b>SOFTWARE / INSTALLATION / TRAINING / HARDWARE</b>                    | \$100,580  | \$50,580   | \$50,580   | \$50,580   | \$50,580   |  |  |
| Software (Application) Cost:  | Included above   |  |  |  |  |  |  |
| Workstation/User Licenses (unlimited seat)                              | \$129,900  | \$129,900  | \$137,694  | \$145,955  | \$154,712  | \$163,995  | \$173,835  |
| Server License  | N/A fully web-based                                    |  |  |  |  |  |  |
| List and Specify any 3 <sup>rd</sup> Party Software required for system | None   |  |  |  |  |  |  |
| Source Code Escrow Account in Riverside County's Name                   | Included above   |  |  |  |  |  |  |
| Software Customization (If applicable)                                  | Custom configuration included in above                 |  |  |  |  |  |  |
| <b>Total Software Cost</b>  | <b>\$230,480</b>                                       | <b>\$180,480</b>                                       | <b>\$188,274</b>                                       | <b>\$196,535</b>                                       | <b>\$205,292</b>                                       | <b>\$163,995</b>                                       | <b>\$173,835</b>                                       |
| Disaster Recovery (Optional)  | Included in annual license and hosting charge          | Included in annual license and hosting charge          | Included in annual license and hosting charge          | Included in annual license and hosting charge          | Included in annual license and hosting charge          | Included in annual license and hosting charge          | Included in annual license and hosting charge          |
| Hosting Cost (Optional)   | Included in license cost                               | Included in license cost                               | Included in license cost                               | Included in license cost                               | Included in license cost                               | Included in license cost                               | Included in license cost                               |
| Optional Features as Described below                                    | All included in the fees above – no additional charges | All included in the fees above – no additional charges | All included in the fees above – no additional charges | All included in the fees above – no additional charges | All included in the fees above – no additional charges | All included in the fees above – no additional charges | All included in the fees above – no additional charges |
|   |  |  |  |  |  |  |  |
| <b>Professional Services</b>  | All included in implementation software cost above     |  |  |  |  |  |  |
| Project Initiation  | Included   |  |  |  |  |  |  |
| Project Implementation  | Included   |  |  |  |  |  |  |
| Data Migration  | Included   |  |  |  |  |  |  |
| System Testing  | Included   |  |  |  |  |  |  |

|  |  |                                 |                                     |  |  |  |  |
|--|--|---------------------------------|-------------------------------------|--|--|--|--|
| <b>Total Professional Services Cost</b>                              |  |                                 |                                     |  |  |  |  |
| <b>Installation</b>  | Included   |                                 |                                     |  |  |  |  |
| Specify the installation Fees  | Included   |                                 |                                     |  |  |  |  |
| Project Management Fees  | Included   |                                 |                                     |  |  |  |  |
| Travel Expenses  | Included   |                                 |                                     |  |  |  |  |
| <b>Total Installation Cost</b>                                       |  |                                 |                                     |  |  |  |  |
| <b>Training at Riverside County Location</b>                         | All training included in the fixed price cost above  |                                 |                                     |  |  |  |  |
| Train the Trainer – Admin/Supervisor/Accountant/EHS                  | Included   |                                 |                                     |  |  |  |  |
| Train the Trainer – Program Chiefs and Managers,                     | Included   |                                 |                                     |  |  |  |  |
| Train the Trainer – Data Entry Clerk/Accounting Tech                 | Included   |                                 |                                     |  |  |  |  |
| Additional Cost for 1 Day of Training                                | Included   |                                 |                                     |  |  |  |  |
| Estimated Travel Expenses  | Included   |                                 |                                     |  |  |  |  |
| <b>Total Training Cost</b>   |  |                                 |                                     |  |  |  |  |
| <b>Hardware</b>  |  |                                 |                                     |  |  |  |  |
| List and Specify Hardware required for system                        | iPad, smartphone, or Microsoft tablet or computer. Average device cost typically around \$600-\$700 for a department |                                 |                                     |  |  |  |  |
| <b>Total Hardware Cost</b>   |  |                                 |                                     |  |  |  |  |
| <b>MAINTENANCE COST – ANNUAL</b>                                     |  |                                 |                                     |  |  |  |  |
| Maintenance (to be paid annually)                                    | Maintenance on system as deployed from scope included in the fixed license cost above                                |                                 |                                     |  |  |  |  |
| List of Rates for all positions, by hour, for training, development, | Project Management -   | Development - \$200/hr unlikely | Training - \$110/hr if requested in |  |  |  |  |



Contract ID #EHARC-SOFTWAR-0003896

|   |  |  |   |  |  |  |  |
|---|--|--|---|--|--|--|--|
| and Project Management for additional support after Go-Live | \$150/hr additional if requested in future amendment                 | to ever needed, unless county did a custom amendment in the future   | future. Training onsite is included for go-live and onsite refresher training also included in year two of license. |  |  |  |  |
| Total Annual Maintenance Cost –                             |  |  |   |  |  |  |  |
| <b>SUPPORT COST - ANNUAL</b>                                | Support is fully included in the annual license, and maintenance fee | Support is fully included in the annual license, and maintenance fee | Support is fully included in the annual license, and maintenance fee  | Support is fully included in the annual license, and maintenance fee | Support is fully included in the annual license, and maintenance fee | Support is fully included in the annual license, and maintenance fee | Support is fully included in the annual license, and maintenance fee |
| Support (to be paid annually)                               |  |  |   |  |  |  |  |
| Total Annual Support Cost –                                 |  |  |   |  |  |  |  |
| <b>DISCOUNTS</b>  |  |  |   |  |  |  |  |
| Discounts (indicate discount type, % as well as \$ amount)  |  |  |   |  |  |  |  |
| Prompt Payment Terms (X% Net 30)                            | 1% net 30  | 1% net 30  | 1% net 30   | 1% net 30  | 1% net 30  | 1% net 30  | 1% net 30  |
|   |  |  |   |  |  |  |  |
| <b>Taxes</b>  |  |  |   |  |  |  |  |
| <b>Total System Cost</b>                                    | <b>\$230,480</b>   | <b>\$180,480</b>   | <b>\$188,274</b>  | <b>\$196,535</b>   | <b>\$205,292</b>   | <b>\$163,995</b>   | <b>\$173,835</b>   |

**Attachment I****HIPAA Business Associate Agreement  
Addendum to Contract**

Between the County of Riverside and HealthSpace USA

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

**RECITALS**

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

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

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

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

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

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

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

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

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



- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
  - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
  - (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

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

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

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

**3. Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.



- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.



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

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:



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

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



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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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



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

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

**B. Effect of Termination.**

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

**12. General Provisions.**

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



County HIPAA Privacy Officer: HIPAA Privacy Manager

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

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