

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



ITEM: 3.38
(ID # 23666)

MEETING DATE:
Tuesday, December 12, 2023

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Approve the Employee and Labor Relations (ELR) Case Management System Agreement with HR Acuity LLC for up to \$226,635 annually for three (3) years with two (2) one (1)-year renewal options through December 12, 2028; All Districts. [Total Cost: \$1,148,155 (plus up to \$250,000 in additional compensation) -100% Core HR Services GSS Rate]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Employee and Labor Relations (ELR) Case Management System Agreement with HR Acuity LLC for up to \$226,635 annually for three (3) years with two (2) one (1)-year renewal options through December 12, 2028; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) Sign amendments that exercise the options of the agreement including modifications of the statement of work; and (b) sign amendments to the compensation provisions that do not exceed a total aggregate up to \$250,000 in additional compensation over the five-year option term; and
3. Authorize the Chair of the Board to sign three (3) copies of the Agreement, and direct the Clerk to retain one copy and return two to Human Resources for distribution.

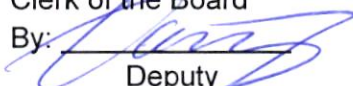
ACTION:


Sarah Franco, Assistant County Executive Officer 12/1/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: December 12, 2023
xc: HR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 137,500	\$ 219,750	\$ 1,148,155	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: 100% Human Resources General Support Services (GSS) Rate			Budget Adjustment: No	
			For Fiscal Year: 23/24-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Human Resources (HR) has a need for a modern, user-friendly, integrated cloud-based case management system for the Employee and Labor Relations (ELR) Division. This new system will ensure that the County's ELR processes and practices are efficient, effective, and equitable.

The ELR Division consists of two units, the Employee Relations (ER) Unit and the Labor Relations (LR) Unit. Currently, ER utilizes an in-house case management system to track the volume, status, and outcomes of cases, investigations, and employee complaints involving allegations of misconduct, poor performance, policy violations, and unlawful harassment and discrimination countywide. This in-house database also serves as a central/secure record keeping location for all ER records. LR utilizes various tracking tools such as Microsoft Access, Excel, and SharePoint for tracking the status and outcomes of assignments including Form 11s, Public Employee Relations Board (PERB) Charges, Grievances and cost, Union Worksite Access, Arbitrations, Last Chance Agreements, Information Requests (CPRA/MMBA/Others), etc.

The in-house database being used by ER is outdated and becoming increasingly more challenging to maintain and update as needed to support the needs of the ELR Division. In addition, the various tracking tools being used by LR are cumbersome and ineffective to their needs of record keeping, tracking, and reporting. Given the current case/assignment management tools available, the intake of new cases and assignments is done by email, fax, in-person, and phone calls which is very inefficient and inconsistent. Lastly, the reporting capabilities from the current database and LR's current tracking tools are very limited, time consuming, and require extensive and complex manual manipulation of the data to meet reporting needs.

HR Acuity will allow the ELR Division to track, maintain, and access all their case/assignment records in one centralized and secure location. The system will provide structured workflows and template tools to ensure consistency and streamlined processes from intake to completion. This solution will also provide automated reporting tools that will allow the ELR Division to easily automate and share reports with partners and stakeholders. Furthermore, the solution is equipped with data analysis to identify patterns and trends in the data which will enable us to

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drive discussions as we partner with departments to more proactively address issues as early as possible.

The ManagER solution will enable departments to provide their supervisors and management a tool for accessing ER tools and resources to assist them in taking timely corrective actions to address employee poor performance, attendance, and general misconduct. This solution will also serve as a tool to open, submit, and track cases that require the involvement of ER such as administrative investigations and review/approval of corrective actions. The direct communication between ManagER and HR Acuity will ensure a more efficient and customer focused approach in our case intake, management, and tracking processes.

Lastly, Speakfully, another solution of HR Acuity's, will provide a more fluid reporting tool for employees to communicate a complaint or inquiry with Employee Relations. In addition, it also can be used to communicate various HR related concerns, or even ask general HR questions and route to the appropriate HR division. Speakfully has mechanisms in place for employees to submit complaints and continue dialog through the system with the assigned HR Representative. Having this line of communication with a complainant will ensure that their concerns are more thoroughly and effectively addressed. Complaints submitted through Speakfully will be automatically received through the HR Acuity system where they will be managed and tracked, or can easily be transferred to a case file, making for a more efficient process.

Impact on Residents and Businesses

There is no negative impact on residents or businesses.

Additional Fiscal Information

The administration cost for ER and LR is recovered through the Human Resources (HR) Core Services General Support Services (GSS) rate charged to County Departments. Payments to the vendor will be made based on the payment schedule detailed in the agreement. The following table summarizes the one-time, annual, and optional costs of the current item before the Board:

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Fiscal Year (FY)	Period	Initial Build Cost	Annual Subscription Fees	Total Annual Cost	Optional Additional Compensation	Contract Year
23/24	Dec 12, 2023-Jun 30, 2024	\$ 40,000	\$ 97,500	\$ 137,500	\$ 25,000	Yr 1
24/25	Jul 1, 2024-Dec 11, 2024		\$ 108,750	\$ 219,750	\$ 25,000	
24/25	Dec 12, 2024-Jun 30, 2025		\$ 111,000			\$ 25,000
25/26	Jul 1, 2025-Dec 11, 2025		\$ 111,000	\$ 224,318	\$ 25,000	Yr 3
25/26	Dec 12, 2025-Jun 30, 2026		\$ 113,318			
26/27	Jul 1, 2026-Dec 11, 2026		\$ 113,318	\$ 226,635	\$ 25,000	Option Yr 4
26/27	Dec 12, 2026-Jun 30, 2027		\$ 113,318			
27/28	Jul 1, 2027-Dec 11, 2027		\$ 113,318	\$ 226,635	\$ 25,000	Option Yr 5
27/28	Dec 12, 2027-Jun 30, 2028		\$ 113,318			
28/29	Jul 1, 2028-Dec 11, 2028		\$ 113,318	\$ 113,318	\$ 25,000	
				\$ 1,148,155	\$ 250,000	

Contract History and Price Reasonableness

The Purchasing Department on behalf of Human Resources issued Request for Proposal (RFP) #HRARC-092 on February 8, 2023 seeking proposals from qualified bidders to provide an integrated Employee and Labor Relations (ELR) Management System. The solicitation was sent to eight (8) potential bidders and advertised publicly on the Purchasing website and PublicPurchase.com. Two (2) responses to the solicitation were received.

After careful evaluation and consideration of all aspects of the proposals, pre-award demonstrations by both bidders, and references interviewed, the County evaluation committee, consisting of representatives from HR's ER and LR teams, Business Systems team, and RCIT, recommend the award to HR Acuity LLC as the most responsive highest overall scoring bidder. After best and final offers were solicited from each bidder and after final negotiations, HR Acuity lowered their annual per user license fee from \$1,150 to \$750 (over a 34% discount) with just 3% increase in years 2 and 3, and waived the original \$46,730 legacy data migration fee, which they would regularly charge \$162,000 at \$1 per record. In addition, they are waiving the \$6,000 Speakfully implementation fee, and \$13,000 managER implementation fee with 6-months free and per user fee discounted from over \$200 to just \$150 (a 25% savings).

Review/Approval

RCIT and TSOC approved the use of software on August 2, 2023 H-11 Review Process No. RITM0275166. County Purchasing concurs with this request, and County Counsel approved the Agreement as to legal form.

ATTACHMENT A. HR Acuity Agreement

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

Meghan Hahn

Meghan Hahn, Director of Procurement 12/1/2023

Jim Smith

Jim Smith, Chief Information Officer 12/1/2023

Gregg Gu

Gregg Gu, Chief Deputy County Counsel 12/4/2023

EMPLOYEE AND LABOR RELATIONS (ELR) CASE MANAGEMENT SYSTEM AGREEMENT

between

COUNTY OF RIVERSIDE

and

HR ACUITY LLC



3.38

DEC 12 2023

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This Agreement is made and entered into by and between HR Acuity LLC, a Delaware limited liability company doing business as HR Acuity (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services; Disclaimer; Access and Use Restrictions

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, and in accordance with Attachment I, HIPAA Business Associate Agreement. Subject to COUNTY's compliance with the terms and conditions of this Agreement, CONTRACTOR hereby grants COUNTY a limited, non-transferable, revocable, non-exclusive right to access and use CONTRACTOR's software-as-a-service offering identified in Exhibit A, on a subscription basis in object code only (collectively, the "Software Applications"), during the length of the term described in Section 2 below, solely for use by COUNTY's employees, consultants, contractors, and agents who are authorized by COUNTY to access and use the Software Applications under the rights granted to COUNTY pursuant to this Agreement, and for whom access to the Software Applications are purchased hereunder ("Authorized Users").

1.2 COUNTY agrees to those conditions in Exhibit C, HR Acuity Maintenance and Support and Service Level Agreement, that do not conflict with the terms of this Agreement. In the event of any conflict between the conditions in Exhibit C and the terms of this Agreement, the terms of this Agreement shall govern and control.

1.3 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.

1.4 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.

1.5 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.

1.6 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT

LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS THE COUNTY OR ANY USER MAY HAVE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE, IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO THE COUNTY OR CERTAIN AUTHORIZED USERS.

1.7 The COUNTY shall not, and shall not permit any other person to, access or use the Software Applications or Support Services except as expressly permitted by this Agreement (collectively, "Use Restrictions"). For purposes of clarity and without limiting the generality of the foregoing, the COUNTY shall not, except as this Agreement expressly permits: (1) upload, store, or transmit an individual's social security number, driver's license number or other government-issued identification number, birth certificate, marriage certificate, passport number, bank or credit card number, taxpayer identification number, credit history, insurance policy number, unredacted health or medical records, unredacted criminal background information, mother's maiden name, or date and place of birth (collectively, "Excluded Information"), except to the extent that such information is directly related to, and necessary for the resolution of, an employee relations matter or investigation; (2) access or use the Software Applications in a manner that infringes, misappropriates, or otherwise violates any intellectual right of any third party, or that violates any applicable law, rule, or regulation; (3) bypass or breach any security device or protection used by the Software Applications or access or use the Software Applications other than by an Authorized User through the use of his or her own then valid-access credentials; (4) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software Applications available to any person other than an Authorized User; (5) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Applications, in whole or in part; (6) input, upload, transmit, or otherwise provide to or through the Software Applications, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (7) remove or obscure any trademark, copyright, or other proprietary notice; (8) access or use the Software Applications for purposes of competitive analysis of the Software Applications, the development, provision, or use of a competing software service or product or any other purpose that is to CONTRACTOR's detriment or commercial disadvantage; and (9) otherwise access or use the Software Applications or Support Services beyond the scope of the authorization granted under Section 1.1 of this Agreement.

1.8 The CONTRACTOR may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny the COUNTY's, any Authorized User's, or any other person's access to or use of all or any part of the Services (each a "Suspension of Services"), without incurring any resulting obligation or liability, if: (1) CONTRACTOR receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires CONTRACTOR to do so; or (2) CONTRACTOR believes, in its good faith and using its reasonable discretion, that: (i) COUNTY, any Authorized User, or any other person operating under COUNTY's account, has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) COUNTY, any Authorized User, or any other person operating under COUNTY's account utilizes the Services to harm CONTRACTOR's other clients or violate the rights of a third party; (iii) COUNTY, any Authorized User, or any other person operating under COUNTY's account is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. CONTRACTOR shall provide prior notice to COUNTY before any such Suspension of Services to the fullest extent possible, but reserves the right, in its sole discretion, to enact a Suspension of Services without notice to COUNTY if CONTRACTOR determines an immediate Suspension of Services is reasonably necessary based on the potential risk associated with COUNTY's or any Authorized User's use of the Services. This Section 1.8 does not limit CONTRACTOR's exercise of any of its other rights or remedies, whether at law, in equity, or under this Agreement.

1.9 COUNTY has and will retain sole responsibility for all conclusions, decisions, and actions based, in whole or in part, on COUNTY's or any Authorized User's access or use of the Services, including but not limited to employment actions taken by COUNTY. COUNTY acknowledges that the Services are not, and are not intended to be, a substitute or alternative to legal advice.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through November 30, 2026, with the option to renew annually for up to two additional years through November 30, 2028, unless terminated earlier. The Parties may extend the Agreement by way of written amendment signed by both Parties.

2.2 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. Access to any software as a service including maintenance, support, full software functionality, and any software consulting

services in accordance with the scope of work shall not be canceled or restricted at any time until termination in accordance with this Agreement, except as expressly provided in Sections 1.8 and 3.5.

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 the annual subscription cost per year as specified in Exhibit B, including all expenses. Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any unauthorized 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 the CONTRACTOR offers lower prices for the same services in a similar volume to a similar governmental entity of a comparable size to the COUNTY, the CONTRACTOR shall extend the same pricing to the COUNTY. For purposes of this section, (1) services are the same if the COUNTY and the governmental entity are purchasing subscriptions for identical products (i.e., the same features and add-ons) and (2) the COUNTY and the governmental entity are of comparable sizes if the total employee count is within 500 employees of each other. 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. If the CONTRACTOR implements cost-saving measures specific to its performance under this Agreement that materially decrease the costs of performance under this Agreement, the CONTRACTOR will, in its reasonable discretion, offer the COUNTY a reduction in pricing. Annual increases shall not exceed the percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 Unless otherwise stated in Exhibit B, CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR in accordance with these terms and the Billing Schedule in Exhibit B, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. For this Agreement, send original invoices to:

Email: HRFinance@rivco.org

or Mail: Riverside County Human Resources

**Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**HRARC-20964-001-12/28**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

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, unless otherwise stated in Exhibit B. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment, except to the extent that the COUNTY owes CONTRACTOR any payments under this Agreement for the preceding fiscal year. 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.

3.5 In the event that payment is more than thirty (30) days past due, CONTRACTOR may provide COUNTY with notice of intent to suspend the Services. If COUNTY does not remit full payment within forty-five (45) days of such notice, CONTRACTOR reserves the right to suspend COUNTY’s access to the Services until COUNTY makes payment in full, without incurring any obligation or liability to COUNTY by reason of such suspension.

4. Alteration or Changes to the Agreement

4.1 Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by both Parties. The Board of Supervisors, the COUNTY Purchasing Agent, and/or his or her designee, are the only authorized COUNTY representatives authorized to sign any amendments to this Agreement.

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, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim.

Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1 COUNTY may, upon thirty (30) 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 **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.2 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; 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.
- (c) Provide adequate time for COUNTY to export all case data and attachments out of system at no additional cost to COUNTY.

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

5.4 CONTRACTOR's or COUNTY'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 or COUNTY'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.

5.5 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 (ORCA), and Excluded Parties List 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.

5.6 CONTRACTOR may, upon thirty (30) days written notice terminate this Agreement for COUNTY'S default, if COUNTY refuses or fails to comply with the terms of this Agreement and does not

immediately take steps to cure such failure. In the event of such termination, all fees that would have become payable to CONTRACTOR had this Agreement remained in effect until the expiration hereof shall become due and payable immediately. COUNTY's rights under this Agreement shall terminate upon dishonesty or willful or material breach of this Agreement by COUNTY.

5.7 The rights and remedies of the Parties 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. **Intellectual Property; COUNTY Data**

6.1 Nothing in this Agreement grants to COUNTY any ownership right, title, or interest in or to (including any license under) any Intellectual Property Rights in or related to the Software Applications, services or CONTRACTOR Materials. For purposes of this Agreement, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. Ownership of the Software Applications, CONTRACTOR Materials, and all Intellectual Property Rights therein shall remain the exclusive property of CONTRACTOR.

6.2 For purposes of this Agreement, "CONTRACTOR Materials" means information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software (including source code and object code), and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by CONTRACTOR in connection with the Services. For the avoidance of doubt, CONTRACTOR Materials include Resultant Data, Benchmark Data, and Survey Data (as defined in Sections 6.4, 6.5, and 6.6, respectively) but do not include COUNTY Data (as defined in Section 6.3). All right, title, and interest in and to the CONTRACTOR Materials, including all Intellectual Property Rights therein, are and will remain owned by CONTRACTOR. COUNTY has no right, license, or authorization with respect to any of the CONTRACTOR Materials except as expressly set forth in Section 1 during the Term. All other rights in and to the CONTRACTOR Materials are expressly reserved by CONTRACTOR. In furtherance of the foregoing, COUNTY hereby unconditionally and irrevocably grants to CONTRACTOR an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6.3 For purposes of this Agreement, "COUNTY Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from COUNTY or an Authorized User by or through the Software Applications. For the avoidance of doubt, COUNTY Data does not include Resultant Data, Benchmark Data, Survey Data (as defined below) or any of CONTRACTOR'S internal information documenting COUNTY'S usage of and access to the Software

Applications. Subject to the rights and permissions granted in Section 6.4, as between COUNTY and CONTRACTOR, COUNTY is and will remain the sole and exclusive owner of all right, title, and interest in and to all COUNTY Data, including all Intellectual Property Rights relating thereto. COUNTY hereby irrevocably grants all such rights and permissions in or relating to COUNTY Data as are necessary or useful to CONTRACTOR to enforce this Agreement, exercise CONTRACTOR'S rights, and perform its obligations hereunder.

6.4 COUNTY acknowledges and agrees that CONTRACTOR may use COUNTY Data when compiling Resultant Data. For purposes of this Agreement, "Resultant Data" means data and information related to COUNTY's use of the Services that is used by CONTRACTOR in an aggregate and anonymized manner to compile statistical and performance information related to the provision and operation of the Services for the purpose of improving the Services.

6.5 COUNTY shall have access to Benchmark Data and hereby authorizes CONTRACTOR to include COUNTY Data when compiling Benchmark Data. For purposes of this Agreement, "Benchmark Data" means data and statistics that include COUNTY Data combined with data of other CONTRACTOR clients. Benchmark Data is used in an aggregate and anonymized manner for the purpose of generating reports on employee relations and investigations that allow CONTRACTOR's clients to compare their organizations to other CONTRACTOR clients. Such data shall not be traceable to COUNTY or any Authorized User.

6.6 CONTRACTOR may make surveys available to COUNTY's Authorized Users via the Software Applications for the purpose of improving the Services. Participation in such surveys is optional. COUNTY acknowledges that Survey Data may be traceable to COUNTY and COUNTY's Authorized Users. For purposes of this Agreement, "Survey Data" means data and information, including but not limited to an Authorized User's organization, name, and contact information, provided by any Authorized User in response to survey questions. All survey forms will include a statement informing the Authorized User of how the information will be used and will include a link to CONTRACTOR'S privacy policy.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), 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 the CONTRACTOR knows or has reason to know has 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 reasonably be perceived by the COUNTY 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 **materially** 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. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR 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 Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

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 **or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) 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 of learning that 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 (a "Subcontractor") for furnishing of the work or services under this Agreement (i) that would permit or require such Subcontractor to access COUNTY Data or (ii) involve such Subcontractor performing services directly for the COUNTY (as opposed to ancillary services) 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

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 (i) CONTRACTOR has a reasonable basis for disputing the decision; or (ii) determined by a court of competent jurisdiction to have been erroneous. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute and, in such case, the COUNTY shall continue to pay CONTRACTOR's fees; provided, however, that if the dispute concerns the COUNTY'S non-payment of invoices or the CONTRACTOR alleges that the COUNTY has materially breached this Agreement, the CONTRACTOR shall only be required to continue to perform Services for which the COUNTY has already paid but retains discretion to suspend performance of any Services for which the CONTRACTOR has not received payment.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions 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 terms and conditions as stated in this Agreement, excluding pricing, to each and every COUNTY political entity, COUNTY special district, and non-profit related to COUNTY. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement, but retains sole discretion with respect to pricing. 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. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16.4 In connection with the Services provided under this Agreement, the CONTRACTOR may disclose or make available certain Confidential Information to the COUNTY. "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that derives its value from its non-public or proprietary nature, including information consisting of or relating to the CONTRACTOR'S technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the CONTRACTOR has contractual or other confidentiality obligations.

16.5 As a condition to being provided with any disclosure of or access to Confidential Information, the COUNTY shall: (A) not access or use Confidential Information other than as necessary to exercise its rights under and in accordance with this Agreement; (B) except as may be permitted by and subject to its compliance with Section 16.6, not disclose or permit access to Confidential Information other than to its employees or agents who: (1) need to know such Confidential Information for purposes of the COUNTY'S exercise of its rights under and in accordance with this Agreement; (2) have been informed of the confidential nature of the Confidential Information and the COUNTY'S obligations under this Section 16.5; and (3) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 16; (II) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own most sensitive information and in no event less than a reasonable degree of care; promptly notify the Disclosing Party of any unauthorized

use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and ensure its employees' and agents' compliance with, and be responsible and liable for any of its employees' and agents' non-compliance with, the terms of this Section 16.

16.6 If the COUNTY is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the COUNTY shall promptly, and prior to such disclosure, notify the CONTRACTOR in writing of such requirement so that the CONTRACTOR can seek a protective order or other remedy or waive its rights under this Section 16. If the CONTRACTOR waives compliance or, after providing the notice and assistance required under this Section 16, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

16.7 The COUNTY acknowledges that the Software Applications are not intended to collect, store, transmit, or receive Excluded Information. The COUNTY and its Authorized Users are solely responsible for reviewing all data uploaded to ensure that the Software Applications are not used to store or transmit Excluded Information. Notwithstanding the foregoing, the CONTRACTOR shall take reasonable efforts to treat Excluded Information with the same level of care as any other data, provided, however, that the COUNTY shall remain solely responsible for any losses, third-party claims, demands, liabilities, costs, or expenses arising out of the disclosure of such Excluded Information.

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 **when email enters the recipient's mail server as recorded by the sender's system, or** two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: HRFinance@rivco.org

**Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

CONTRACTOR

Email: mrubino@hracuity.com

**HR Acuity LLC
Attn: Mike Rubino
23 Vreeland Rd
Florham Park, NJ 07932**

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification; Limitations of Liability

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 by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided,

however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's 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.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 EXCLUSION OF DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. LIABILITIES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS SHALL CONSTITUTE DIRECT DAMAGES.

21.7 CAP ON MONETARY LIABILITY. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE SUM OF TWO MILLION DOLLARS (\$2,000,000). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION IN THIS SECTION 21.7 SHALL NOT APPLY TO LIABILITY ARISING FROM: (I) BODILY INJURY OR DEATH; (II) COUNTY'S OBLIGATION TO PAY AMOUNTS OWED FOR FEES UNDER THIS AGREEMENT; or (III) COUNTY'S INFRINGEMENT OF CONTRACTOR'S INTELLECTUAL PROPERTY RIGHTS.

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 coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

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

C. Vehicle Liability: If vehicles or mobile equipment 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. Cyber Liability: 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 for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. 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 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'S insurance carrier(s) policy(ies) does(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 coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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 Manager'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 to the extent CONTRACTOR deems reasonably necessary based on the services performed by such Subcontractors.

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. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by either Party 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 either Party 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 such Party 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, unless CONTRACTOR reasonably disputes COUNTY's determination that such payments are disallowed, 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, except to the extent that CONTRACTOR reasonably disputes the basis for such offset.

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 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.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

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: [Signature]
Kevin Jeffries, Chair
Board of Supervisors

Dated: 12/12/2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Katherine Wilkins
Katherine Wilkins,
Deputy County Counsel

HR Acuity LLC, a Delaware limited liability company

By: Deborah Muller
Deb Muller,
Chief Executive Officer

Dated: Nov 30, 2023

and

By: _____
Name:
Title:

EXHIBIT A
SCOPE OF WORK

1.0 PURPOSE/BACKGROUND

1.1 The County of Riverside Purchasing Department on behalf of the Human Resources (HR) Department solicited proposals from qualified parties to provide a complete Web-Based Employee and Labor Relations (ELR) Case Management System capable of scalability, security, integrating with other systems used within the County, and supporting a constantly growing organization of over 20,000 employees.

1.2 The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by the Riverside County Human Resources Department Employee and Labor Relations Divisions and various stakeholders throughout the County departments. The County is planning to replace its current in-house ELR case management database by adopting functionalities to support and integrate core processes into one system.

1.3 Implementing an ELR Case Management System shall allow the County to effectively and efficiently manage employee disciplinary, grievance, and labor relations processes, and to monitor efficiency and effectiveness.

1.4 The system will allow the HR ELR Divisions to stay engaged and connected with management throughout the County to ensure that goals are up to date and aligned with the current business needs. The system will be cloud-based with the following features that facilitate daily static or dynamic interactions:

1. Template driven capability
2. Customizable dashboards/reporting
3. Configurable workflows
4. Integration with internal communication/PeopleSoft Human Capital Management (HCM) System or Human Resources Information System (HRIS)
5. Integration with Microsoft Outlook and Outlook Calendar
6. System configuration based on County's needs
7. Benchmarking analytics
8. Step by step compliant investigation/grievance processes
9. Embedded best practice tips and tools
10. High storage volume and data retrieval capacity
11. Centralized repository for unlimited documents/evidence regardless of file type (standard document and video type files)
12. Ability to search and retrieval data, documents, videos stored in system by key words, fields, or cases.
13. Database permissions/security/confidentiality
14. Fluid interaction between Human Resources and management
15. System implementation support and training
16. External third-party access
17. Case timeline and cost tracking

2.0 GENERAL REQUIREMENTS

2.1 CONTRACTOR shall implement, provide full access to, and support the ELR Case Management System as described below from CONTRACTOR's response to RFP HRARC-092.

2.2 CONTRACTOR will implement a web-based Case Management System which will serve as the central location for complaints, concerns and/or investigations alleging employee misconduct and labor relations processes to include grievances by steps and meet and confer timeline tracking as well as a database that can be used to analyze and export reports per case type and assigned user handling the case. Users handling cases should easily be able to manage cases assigned to them by accessing them via dashboard or comprehensive search options within the system. The system shall have the ability to document employee relations and labor relations case processes to include timeline and tracking communication with case stakeholders internal, departmental, or third-party, automated case escalation to properly notify supervisors, and integrated security to protect confidential employee information.

2.3 The ELR Case Management System will provide the following:

1. Central repository to manage employee relations and labor relations investigations and HR issues.
2. Ability to resolve issues in a more efficient, proactive, transparent, and timely manner by standardizing the process for managing cases and investigations.
3. A standard process ensuring the right information is gathered and documented.
4. Improvements in transparency by creating visibility into the status of cases and investigations, identifying bottlenecks, and tracking resolution times.
5. Reports to help identify trends, patterns and recurring problems with individual employees or teams.
6. Standardized processes based on best practices supporting improved accuracy and defensibility, ensuring better Equal Employment Opportunity (EEO) compliance.
7. Access to case files, including documents, notes, employee information, activities, tasks, meetings, hours worked per case, and decisions.

2.4 Case Types shall include the following:

1. Meet and Confer (MC) matters: Code of Conduct Investigations, Guidance/Consultations
2. Labor Relations (LR): Grievances, , Investigations, Arbitrations, Costing, Collective Bargaining, Fitness for Duty, Form 11, Labor Inquiries, Job Specification Revisions, Information Requests, Invoices, Joint Labor Management, Last Chance Agreements, Layoff, Legal, Meet and Confer, Informal Meetings, Department/County Policy Revisions, Memorandum of Understanding, Employee Relations Resolution, Salary Ordinance, Tentative Agreements, Negotiations, Projects, Public Employment Relations Board, Settlement Agreements, Salary Compaction Evaluation, Side Letters, Release Time, Unit Modifications, Worksite Access, Task/Assignments, Union Notifications, Unfair Labor Practices
3. Employee Relations (ER): Investigations, Performance Management, Progressive Discipline, Employee Conflict, ADA Accommodations

3.0 SYSTEM FUNCTIONALITY

3.1 CONTRACTOR has indicated the ELR Management System (referred to herein as “HR Acuity”) provides functionality “out of the box” (and included in quoted price) for all of the following functional requirements.

HRARC-092 ELR MANAGEMENT SYSTEM RFP: FUNCTIONAL REQUIREMENTS QUESTIONNAIRE			
Ref. No.	Category	Functional Requirement	Comments
1	General System Functionality	System provides a web-based application to manage employee relations, workplace responsibility, and	
2	General System Functionality	System stores case data and file attachments	The file types supported by an HR Acuity case are: avi, .doc, .docx, .dvr-ms, .eml, .flv, .gif, .iso, .jpg, .jpeg, .mov, mp3, .mp4, .mpeg, .mpg, .one, .pdf, .png, .pps, .ppt, .pptx, .tif, .tiff, .vob, .wav, .wmv, .xls, .xlsx. For security reasons, we do not allow HTML or .txt files, as they could contain viruses. We recommend converting those files to PDF or image formats.
3	General System Functionality	System provides ability to set user roles and permissions	
4	General System Functionality	System provides online help and other documentation for easy information search	
5	General System Functionality	System provides create, read, update, and delete access based on user roles	
6	Case Definition and Management	Ability to create and store case notes/attachments	
7	Case Definition and Management	Ability to track and change case owners during case life cycle	
8	Case Definition and Management	Ability to track changes made to cases	
9	Case Definition and Management	Ability to retrieve documents stored in the system	
10	Case Definition and Management	Ability to establish different workflows by case type	
11	Case Definition and Management	Ability to generate templates for outcome/response letters	
12	Case Definition and Management	Ability to purge data as directed by the client	
13	Case Definition and Management	Ability to track multiple case events for a given employee	
14	Case Definition and Management	Ability to link cases	
15	Case Definition and Management	Ability to establish timelines based on workflows	
16	System Interfaces	System integrates with Peoplesoft HCM version 9.2.+ (and future versions)	
17	System Interfaces	System provides ability to migrate historical cases from SQL database, SharePoint and/or Excel into Case Management System. Please describe method in Proposer Comments.	Legacy data is provided in CSV format and imported into your HR Acuity instance using SFTP, with support from HR Acuity's implementation and professional services resources.
18	System Interfaces	System integrates with other relevant data sources (Please list current possible integrations. Also, note if there are additional cost to integrations)	Partner integrations can be accomplished using HR Acuity's own suite of APIs or SFTP connectors. Anticipated integrations are included in the attached pricing proposal.
19	Reporting and Search Functionality	System provides reporting and dashboard capabilities. Please note if the report solution is proprietary to the system or a third-party plug-in.	HR Acuity has 60+ standard analytic reports and many standard dashboard reports, in our proprietary Analytics Center. Our primary dashboard includes key metrics such as Case Volume by Case Type, Top Issue Categories, Top Actions, aggregated Issue Disposition, Top Notification Methods, and Case Open/Close Trends. Secondary pre-configured dashboards offer views into other data trends. You can also create your own custom reports and pin important charts to your dashboard for quick access. Charts and reports can be modified from standard reports or custom-created by a user to fit their exact needs. Visualizations include bar, column, pie, and aggregated pivot tables. Reports can be exported, scheduled via email, shared or accessed via API as well. Available reports include types of case, by location, employee group, demographic, performance issues, time to complete, etc. Alerts/notifications for past due and high-risk cases are also available, as well as audit reports for users with permission.

Ref. No.	Category	Functional Requirement	Comments
20	Reporting and Search Functionality	System provides ability to export multiple data formats (Excel, PDF, HTML, XML). Please note formats provided by your system in Proposer Comments.	Reports can be downloaded as Excel files, sent via email as Excel files, or scheduled for delivery to SFTP as CSV files. Graphs/charts can be downloaded as PDF, PNG, JPG, SVG files, and are sent via email as PDF.
21	Reporting and Search Functionality	Ability to query (quarterly and ad hoc) for cases based on specific attributes, such as employee name, case types, division/department, protected status, case	
22	Reporting and Search Functionality	Ability to schedule reports to automatically run and send via email	
23	Technical Requirements	Solution supports Lightweight Directory Access Protocol (LDAP) authentication and system authentication options. (Please list all authentication	HR Acuity does not support LDAP, but supports other secure authentication options using SSO or username/password and MFA. We support SSO with all identity providers using SAML 2.0.
25	Technical Requirements	Cloud hosted solutions should support integration with Azure Active Directory (see SaaS survey)	HR Acuity uses Ping Identity's Ping One platform as our SSO integrator, which supports integration with Azure AD.
26	Technical Requirements	Solution should be browser agnostic without dependencies on legacy plug-ins. (please note preferred browser)	As a web-based application, HR Acuity's core platform is accessible via all browsers but not necessarily optimized for screen size. HR Acuity supports Microsoft Edge and Google Chrome web browsers. We are not OS dependent, and no other hardware or software is required. The employee and manager facing products, Speakfully and manager, are fully mobile responsive.
27	Technical Requirements	Primary user interface is through standard web browsers, Chrome, Firefox, and Safari.	As a web-based application, HR Acuity's core platform is accessible via all browsers but not necessarily optimized for screen size. HR Acuity supports Microsoft Edge and Google Chrome web browsers. We are not OS dependent, and no other hardware or software is required. The employee and manager facing products, Speakfully and manager, are fully mobile responsive.
28	Technical Requirements	Solution provides both system fault notification, performance monitoring and performance alerts.	
29	Technical Requirements	County has access to a full test site at all times mirroring the key capabilities of the production site.	A sandbox environment is available for Enterprise clients at an additional cost, not reflected in the attached cost proposal.
30	Technical Requirements	If applicable, system co-location facilities must be housed in a SSAE 16, Type II certified facility.	We use certified data centers hosted by Microsoft Azure. Azure has ISO 27001, ISO 27017, ISO 27018, ISO 22301, and ISO 9001 certifications, PCI DSS Level 1 validation, SOC 1 Type 2 and SOC 2 Type 2 attestations, HIPAA Business Associate Agreement, and HITRUST certification. More information is available from the Azure Compliance site: https://azure.microsoft.com/en-us/explore/trusted-cloud/compliance/
31	Technical Requirements	Passwords are stored using acceptable cryptography standard. Please list cryptography standard used.	HR Acuity encrypts passwords using BCrypt slow-hashing function.
32	Technical Requirements	Solution supports a consolidated logging architecture.	Security logs from WAF, NSG, VM logs, Network Traffic logs are managed using the IBM Q-Radar SIEM solution. Application logs, Utility logs, DB logs are routed to a central Log solution using Elastic Search. Logs are maintained for at least 365 days.

3.2 Outline of Major Functions: HR Acuity technology is delivered as Software-as-a-Service. County will have the Enterprise edition of HR Acuity, which allows for unlimited users. The following functionality is included in addition to the full feature list.

1. HR Acuity is an Employee Relations, Investigation and Compliance platform used for fact-finding, tracking, and analyzing employee relations and investigation cases.
2. Enterprise Insights Reporting and Dashboards: Analytics provide employee relations and investigation-specific reporting options, with configurable dashboards. Reports and dashboards are fully configurable and can report on any field that is captured in HR Acuity.
3. Email or Web-to-Case Integration: The Email or Webform to Queue captures allegations that come in via a centralized email and or through a configured employee-facing webform and route into HR Acuity where the matter can be triaged and managed appropriately. County may configure up to two web forms for employees to use to notify the County of an incident. These may be accessed through the County of Riverside intranet but reside on the HR Acuity web application. Completed cases are sent to the HR Acuity Queue to be reviewed and assigned.
4. HR Acuity Queue system: HR Acuity shall integrate with County's hotline system of choice, ticketing system(s), or other tools that serve as intake methods for employee relations and investigations issues.

These 3rd party system “tickets” can be routed to HR Acuity’s Queue. Users can later convert those “tickets” into an employee relations case or investigation. In addition, the County can configure multiple intake sources to filter into different “queues” that can show up on specific User’s dashboards based on their user permissions. For example, clients typically route hotline issues to a queue where specific Investigators can access the issue and create investigations. Another example is filtering open requests from your HRIS system so that FMLA Specialists or those dedicated to time management matters can manage tickets and create cases in one centralized place.

5. Post Hire and Exit Interview Functionality: County shall have ability to send new hire surveys and exit interviews to employees with HR Acuity’s Post Hire Surveys and Exit Interview modules. Users have the option to send the survey as link to an email or conduct it in person and type the information into the platform. Users can configure multiple Post Hire Survey and Exit Interview templates and schedule them to be send automatically in the future. Users can also see statistics on what is pending, the results of each Survey or Interview, and have access to out-of-the box and customizable reports around this data.
6. HR Acuity Webforms: HR Acuity shall provide configurable electronic forms (known as Web Forms) that act as an intake method for HR where employees can communicate issues an electronic format. The Web Form is available through a link and can be posted to wherever employees access other HR resources. The employee simply fills out the form and it is then routed to HR, ER, or Compliance and appears in HR Acuity’s Queue so the correct County team can create a case and attach the details.
7. Letter Templates: Letter templates can be configured to send out to employees based upon specific issue type.
8. Configurable Interview Templates and Protocols: The County of Riverside will be able to configure templates based upon the user’s role within The County of Riverside. Interview templates may be configured during implementation.
9. Configurable Case Reports: Users shall have the ability to generate case reports and will be able to choose which sections to include.
10. Attorney-Client Privilege Designation: This rules-based feature can be applied to cases to categorize cases as privileged.
11. Case Tools: Users will have access to a variety of case tools to track expenses, record time and other case related activities, and schedule reminders. Dropdowns can all be configured by The County of Riverside.
12. Decision Maker Workflow: The County of Riverside will be able to configure the workflow to provide for review by a single decision maker, multiple decision makers or committees to follow its current adjudication process.
13. Secure authentication methods, including Single Sign On (via SAML 2.0 Assertion), Multi-factor Authentication (email or authenticator), and IP Filtering.
14. Roles Based Access Rights: Permissions assigned to the role include permissions for case entry, case view, reporting and administration. These can be limited by case type, group (eg. company, department), location and issue. Multiple administration permissions can be assigned, including case admin, profile admin, configuration admin, reporting admin and others. We also have an Attorney Client Privilege designation that can be applied to sensitive investigations, limiting visibility to the investigation team only. Uploaded files can be labeled as restricted documents, which can only be viewed by case team members, case admins, and super admins.
15. Employee Data integration with your HRIS system via API or SFTP
16. Organizational Structure Automation
17. Benchmarking Analytics: With HR Acuity, the County of Riverside shall have access to tap into the only data source curated specifically for employee relations using HR Acuity’s benchmarking report.

3.3 Top Usability Features Included but not limited to:

1. Flexibility and ability to easily and quickly customize features to meet your needs
2. Embedded best practices throughout the system based on thought leadership in the industry and over 15 years of client feedback
3. Comprehensive proprietary analytics and insights, including trend analysis over time and competitive benchmarking
4. Templates and tools to improve efficiency and drive consistency
5. Ease of use: intuitive, purpose-built for ER, and HR Acuity does all the heavy lifting to implement the platform smoothly

3.4 Screen shots for following functionality:

a) User Dashboard

The screenshot displays the HRACUITY user dashboard. At the top, there is a navigation bar with the HRACUITY logo, user name 'Nathan Brush', and 'DEMO - ENTERPRISE'. Below the navigation bar are tabs for 'HOME', 'WORKSPACE', 'NEW CASE', 'ADMINISTRATION', 'INSIGHTS', and 'AUDIT LOG'. A search bar is present with the text 'Quick Add' and 'Search Case # or Name, Employee Name or'. Below the navigation, there are four filter tabs: 'MY OPEN CASES', 'MY OPEN PRIORITY CASES', 'ALL OPEN CASES', and 'MY QUEUE'. The main content area features three analytics cards: 'All Open | 100%' with 54 cases, 'ER | 64.81%' with 35 cases, and 'INV | 22.22%' with 12 cases. Each card has a table with columns for 'Age', 'Health', 'Status', and 'Health'. Below the analytics is a table of cases with columns: Case Number, Case Name, Case Group, Case Location, Primary Issue, Case Owner, Date Opened, Date Modified, and Case Status. The table lists four cases. On the right side, there is a sidebar with various notification and alert categories: Alerts (1410), 1019 Past Due Cases, 13 High Cost Cases, 378 High Risk Cases, Case Notifications (16), Emails (2), Submitted Post-Hire Interviews (1), PH_Samuel_Smith_18_0419, Submitted Post-Hire Interviews (1), Document Library (33), Scheduled Reminders (0), and Quick Notes (3).

Case Number	Case Name	Case Group	Case Location	Primary Issue	Case Owner	Date Opened	Date Modified	Case Status
INV-23-01-146	store injury - West Allis location	Client Success	Los Angeles, CA	Compensation - Workers Compensation - Injury and illness	Nathan Brush	01/20/2023	01/23/2023	In Progress
INV-22-12-081	team member promotion	Accounting	Florham Park, NJ	Discrimination - Age	Nathan Brush	12/16/2022	01/23/2023	In Progress
INV-22-07-048	Compliance Issue - Kickback	Marketing	New York, NY	Risk and Compliance - Kickback	Nathan Brush	07/12/2022	07/13/2022	In Progress
INV-22-06-249	JC - missing	Operations	Houston, TX	Risk and	Nathan	06/30/2022	07/07/2022	In Progress

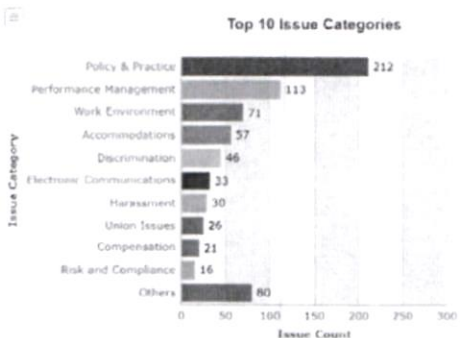
HOME WORKSPACE NEW CASE ▾ ADMINISTRATION ▾ INSIGHTS ▾ AUDIT LOG

Quick Add Search Case # or Name, Employee Name or Advanced Search

Analytics Dashboard

- CASE SUMMARY
 - TREND ANALYSIS
 - CASE ANALYSIS BY EMPLOYEES
 - PH & EI SUMMARY
 - CASES BY USERS
 - EVENTS
 - eNPS
- BENCHMARKS
 - PINNED CHARTS

- Filter By Reset Filter
- Date Opened Notification Date
 - Calendar Year Fiscal Year
 - Timeframe
 - By Case Group
 - By Issue Category
 - By Case Location
 - Case Status
 - Case Type



b) Case View

INV-22-12-081 ✕

team member promotion Edit

Case Group: Accounting Case Open: 12/16/2022

Case Location: Florham Park, NJ Last Modified: 03/08/2023

Tags | 2 | + Add Tag

Age Covid-19 Pandemic

Case Status: In Progress INV-22-12-081

Notification Date: 12/16/2022

Notification Method: Speakfully

Plan Investigate Determine

Involved Parties				
First Name	Last Name	Title	Role	History
Brandon	Coleman	Sales Associate	Complainant	0
Sue	Berger	Account Executive of the Fourth Division of the organization head	Subject	10
Kelly	Hutchinson		Witness	

+ Add Involved Party View Involved Party History

Investigation Team			
First Name	Last Name	Title	Role
Lisa	House	HR Acuity Manager	Team Investigator

CASE INSIGHTS INV | 3 Months +

Case Group: Accounting 9 Cases

▼ -40.0% vs LY ▼ -25.0% MOM

Case Location: Florham Park, N. 15 Cases

▼ -42.9% vs LY ▼ -55.6% MOM

Issue Category: Age 8 Cases

FILTERS Filter | 2

Tag ✕

Covid-19 Pandemic Age

FILTERED RESULTS Total Count | 2 | Open Cases

Open Cases

#	Issue Description	Issue Category
1		Work Environment - Inappropriate Conduct
2		Performance Management - Unprofessional Conduct

Issue Details

Added by: Nathan Brush | Date Added: 03/07/2023

spoke with Adrian and his manager, this issue has been ongoing and his performance is unprofessional and his conduct is inappropriate, we are working through coaching discussions and training...

Actions

Involved Party	Role	Action	Action Specifics	Date Taken
Adrian Jackson	Primary	Written Warning		03/07/2023

Issue Category: Work Environment - Inappropriate Conduct

▼ FILTERS

Tag: People Skills, Off-site Event

▼ FILTERED RESULTS

Total Count | 5 | Open Cases

Case Number	Case Name	Case Group	Case Location
ER-23-01-079	Employee concern	Berkeley West	Albany, NY
ER-23-01-139	SH - inappropriate joke	Sales - North	Allentown, PA
ER-23-02-012	Speakfully CSM Demo Ticket	Client Success	25A Florham Park
ER-23-02-062	Dress Code- out of uniform	Sales - South	Florham Park, NJ
ER-23-02-174	SW- told an inappropriate Joke at holiday party	Accounting	Seattle

c) Investigative Report

HRACILITY | What's New / Notifications | Support Center | Nathan Brush | DEMO - ENTERPRISE

Case Report

Print | 1 / 5 | 88%

PLAN

CASE NAME: team member promotion
Case Open Date: 12/16/2022
Notification Method: Speakfully
Case Group: Accounting
Investigation Completion Date: 12/16/2022
Tags: Age, Covid-19 Pandemic

ISSUE(S):
 1 **Category:** Discrimination - Age
Issue to be resolved: Brandon believes he did not get a recent promotion due to his age.
Data Export Source: Cloud
Data Export File Size: < 25 MB

INVESTIGATION TEAM:

Name	Title	Role
Nathan Brush		Lead Investigator

Configure Case Report

Select All

Plan

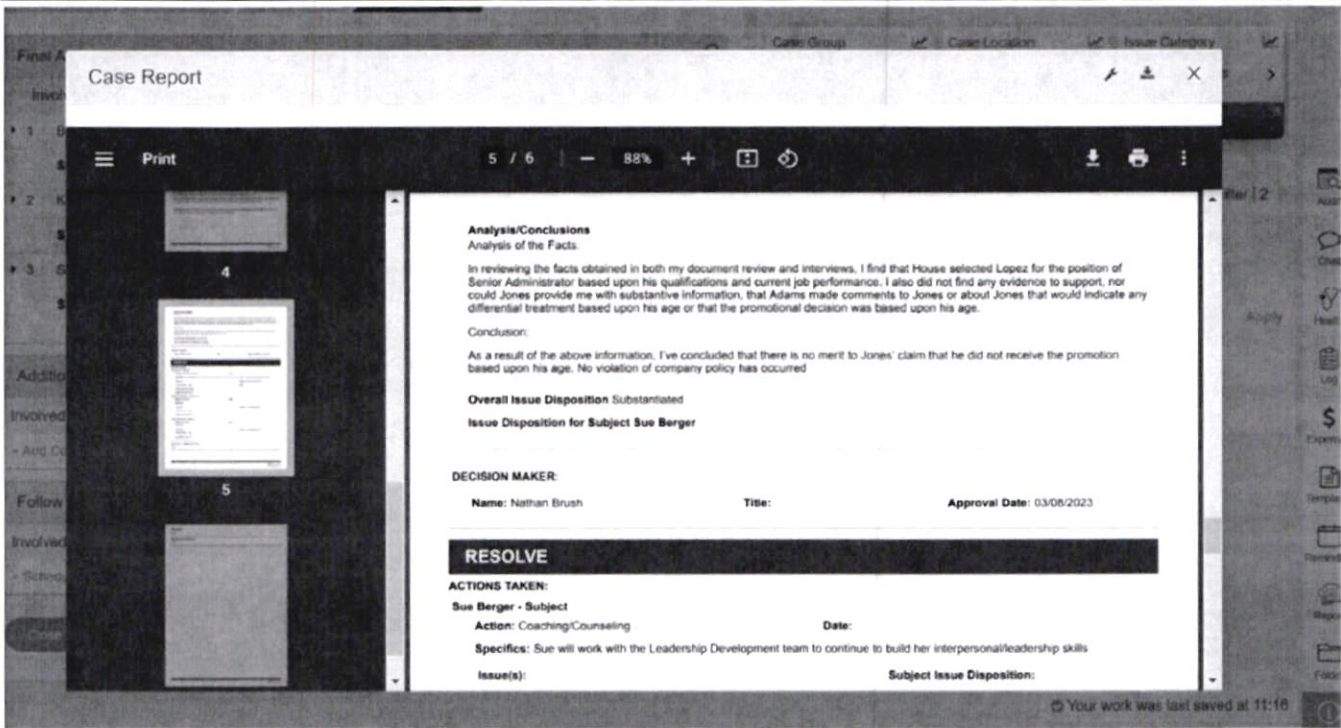
- Case Name Header
- Issues
- Investigation Team
- Involved Parties
- Interim Actions Taken

Investigate

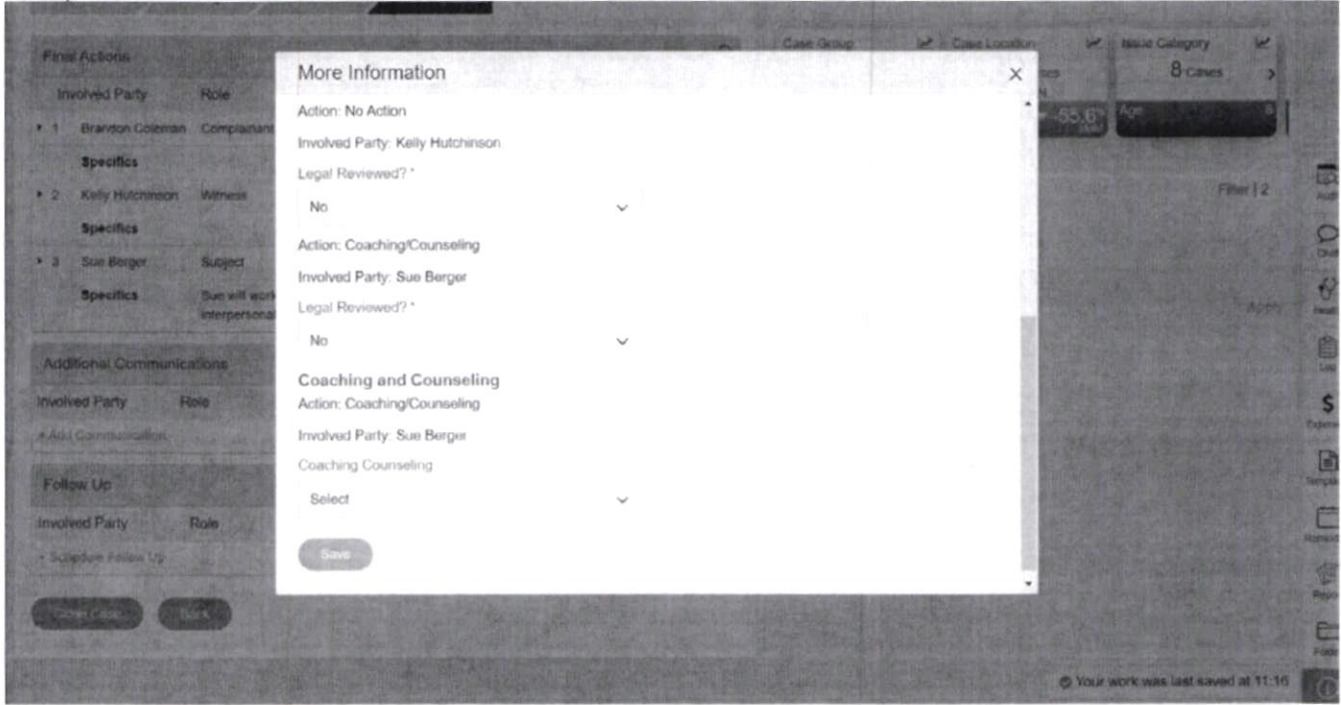
- Applicable Policies
- Interviews
- Documents and Evidence Reviewed
- Additional Resources

Determine

Apply



d) Workflow Visualization



INV-22-12-081

ER-23-03-045

X

team member promotion

Case Status: Final

INV-22-12-081

Case Group: Accounting
Case Location: Florham Park, NJ

Case Open: 12/16/2022
Last Modified: 03/08/2023

Notification Date: 12/16/2022
Notification Method: Speakfully

Tags | 2 | Add Tag

Age Covid-19 Pandemic

Plan Investigate Determine Resolve

Final Actions

Involved Party	Role	Action	Date	Documentation
1 Brandon Coleman	Complainant	No Action		
Specifics				
2 Kelly Hutchinson	Witness	No Action		
Specifics				
3 Sue Berger	Subject	Coaching/Counseling		
Specifics				
Sue will work with the Leadership Development team to continue to build her				

CASE INSIGHTS

INV | 3 Months | +

Case Group	Case Location	Issue Category
9 Cases	15 Cases	8 Cases
Accounting	Florham Park, N.	Age
-40.0% vs LY	-25.0% MoM	-42.9% vs LY
		-55.6% MoM

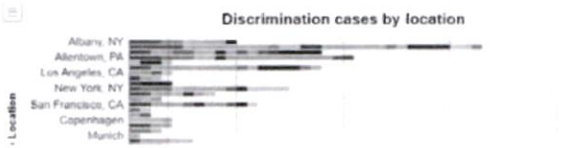
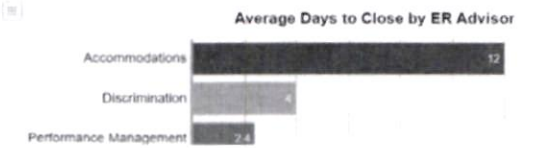
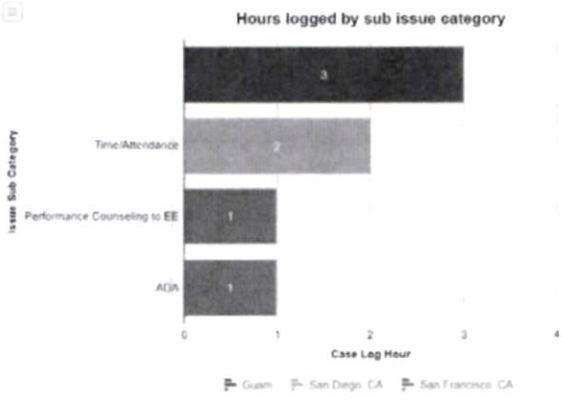
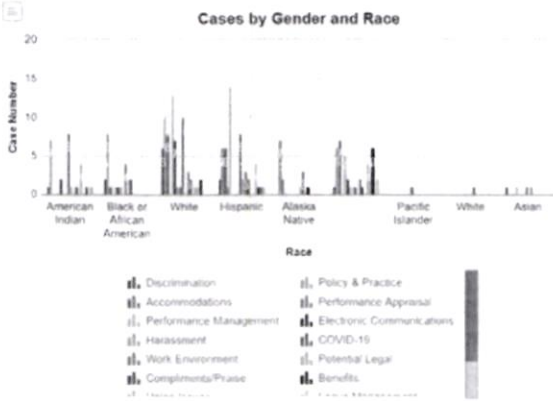
FILTERS

Filter | 2

Tag
Covid-19 Pandemic
Age

e) Summary report of cases in progress

Case Number	Case Name	Case Group	Case Location	Primary Issue	Case Owner	Date Opened	Date Modified	Case Status
INV-23-01-146	store injury - West Allis location	Client Success	Los Angeles, CA	Compensation - Workers Compensation - Injury and illness	Nathan Brush	01/20/2023	01/23/2023	In Progress
INV-22-12-081	team member promotion	Accounting	Florham Park, NJ	Discrimination - Age	Nathan Brush	12/16/2022	03/08/2023	Final
INV-22-07-048	Compliance Issue - Kickback	Marketing	New York, NY	Risk and Compliance - Kickback	Nathan Brush	07/12/2022	07/13/2022	In Progress
INV-22-06-249	JC - missing laptops	Operations	Houston, TX	Risk and Compliance - Theft	Nathan Brush	06/30/2022	07/07/2022	In Progress
INV-22-06-112	JR - Harassment	East Wing	Florham Park, NJ	Harassment - Bullying	Vincent Calano	06/16/2022	07/27/2022	In Progress
INV-22-02-381	Claim for Employee	Client Success	New York, NY	Harassment - Bullying	Wilde Junior	02/24/2022	02/15/2023	In Progress
INV-22-02-309	multiple subjects	Accounting	Florham Park, NJ	Discrimination - Equal Pay/Compensation	Nathan Brush	02/18/2022	07/20/2022	In Progress
INV-21-10-208	Concerned with team	Operations	Houston, TX	Discrimination - Age	Nathan Brush	10/26/2021	02/28/2023	Final



3.5 Reports: HR Acuity provides 60+ standard analytic reports and many standard dashboard reports. The primary dashboard includes key metrics such as Case Volume by Case Type, Top Issue Categories, Top Actions, aggregated Issue Disposition, Top Notification Methods, and Case Open/Close Trends. Secondary pre-configured dashboards offer views into other data trends. Important charts can also be pinned to your dashboard for quick access. Some included Data Analytics capabilities and pre-built reports and dashboards are as follows:

1. **Benchmarking Analytics:** With HR Acuity, the County of Riverside can tap into the only data source curated specifically for employee relations using our benchmarking report. You can gain credibility with context of other organizations into where you really stand on critical issues.
2. **Event-based Analytics:** Configurable events-based analytics provides the County of Riverside with the ability to have a report that correlates internal and external events (e.g., holidays, planned organizational events, etc.) with case data to analyze case volume surrounding various milestones and points in time.
3. **Ad-Hoc Reporting:** Custom reports can be created, published, shared, exported, or scheduled for email. Your saved reports automatically update each time you visit the Analytics Center. Reports have a wide range of filtering and sorting options, as well as the ability to easily build graphs and charts. Reports can be generated in different standard formats including PDF, Excel, and CSV. Clients can also set up custom reports that push data to an email or SFTP to help automate the process of getting data into Tableau or PowerBI. For further flexibility, a Report as a Service (RaaS) API is available. Users can build reports in the HR Acuity Analytics Center and enable them to be pulled via API in JSON format.

Dashboards – all configurable by date, group, issue category, case location, case status, and case type

1. Case Summary Dashboards
 - a. Case volume
 - b. Top 10 Issue Categories
 - c. Top 10 Actions
 - d. Issue Disposition
 - e. Notification Methods

- f. Cases Opened and Closed by Month
 - 2. Trend Analysis Dashboards
 - a. Issue Trends
 - b. Case group trends
 - c. Case location trends
 - 3. Case Analysis By Profiles
 - a. Cases by location and profile count (employee count by location and issue count)
 - b. Cases by case groups and profile count
 - 4. Post Hire and Exit Summary Dashboard
 - a. Post hire and exit interview average quantitative scores
 - b. Post hire and exit interview average quantitative scores by master group
 - 5. Cases by User Dashboard
 - 6. Events Dashboard
 - a. Event cases analysis (internal and external events and case volumes over time)
 - 7. eNPS
 - 8. Benchmark Dashboard
 - a. Benchmark Summary
 - b. Benchmark Issue Category Details
 - c. Benchmark Case details by location and by group
 - 9. Pinned Charts (configure dashboard for each user)

Analytics Center – standard reports and customizable reports. All are configurable by every field captured by HR Acuity.

- 1. Case Level Reporting
 - a. Average Days to Close by Issue Category
 - b. Case Aging by Case Type
 - c. Case Aging by Issue Category
 - d. Case Volume by Month
 - e. Cases by Case Master Group
 - f. Cases by Case Type
 - g. Cases by Location
 - h. Cases by Notification Method
 - i. Client Admin Report
 - j. Converted Case History
 - k. ER and INV Case Totals by Case Owner
 - l. ER and INV Discrimination and Harassment Case Volume
 - m. ER and INV Issues Summary Report
 - n. Investigations – Case Information with Issue Categories
 - o. Create your own report
- 2. Involved Party Details
 - a. Actions and Issues
 - b. Cases by Involved party Manager
 - c. Employee Relations – Latest Issue Details
 - d. Involved Parties for Monthly Case Status Report
 - e. Involved Party History
 - f. Involved Party Interim Action Report
 - g. Involved Party Issues
 - h. Issues by Involved Party Manager
 - i. Latest Issue Details Update

- j. Potential Legal Issues by Employee Manager
- k. Create your own report
- 3. Investigation Analytics
 - a. Disposition of Discrimination Claims by Business Unit
 - b. Harassment Cases – Disposition of Issues
 - c. Issue Disposition Report
 - d. Issue Disposition by Subcategory
 - e. Open INV Case Statuses by Lead Investigator

3.6 Speakfully Functionality: Speakfully is a software as a service technology solution that is a conduit between the employee and The County of Riverside admins. Employees are able to access the platform via a QR code that will route them to the URL where they will report their issue. When employees report, it goes through HR Acuity's platform to the user admin(s). This allows it to go directly to you as an organization versus through a third-party call center. Speakfully is the third-party via the technology platform. Rather than have a person take down the information from the employee and pass along to The County of Riverside, it goes directly to you. Once your admin receives the report, they have the ability to route and tag accordingly and anonymously communicate back and forth with the employee to get more information to take action, if needed.

3.7 managER Functionality: HR Acuity's managER system is an interface designed for people managers to document issues, log actions, and collaborate with HR on certain issues. It is designed to guide the manager through the process of documenting an issue by providing relevant employee history, templates, and a space to communicate with HR on actions that need to be approved. This information is then filtered into HR Acuity's reports and dashboards so the County can clearly see matters at the manager level.

managER connects HR and your people leaders in a strong, productive collaboration to protect your reputation and build a better workplace. managER equips your people leaders to document, track and manage people issues in real-time, collaborating with your HR team to reduce risk and protect your company, while building a better employee experience. managER also delivers for your entire organization. It comes pre-configured with HR expertise that you adjust to your specifications – and you control who has access to what. It was built with the needs of front-line managers and people leaders in mind:

- Intuitive and easy to use – Quickly document and manage employee issues in a user-friendly interface, making adoption quick.
- Always available – managER is ready when and where your leaders are ready to document issues -- in the field, in the store, or in the office
- Best practices built in – HR guidance, tips and company policies are built throughout the application – even writing tips! Maintain fairness and consistency with templates and drive effectiveness with explanations throughout.

3.8 Workflow Configurability: Cases can be tracked by using notifications, reminders, dashboards, analytics, and our search feature. Workflows can be configured with rules, such as whether the approver should be a person or a committee. Committees can be configured to require approval from all committee members or a certain number of committee members.

The Enterprise solution is highly configurable. Issues, groups, notifications, templates, dashboards, and more can be configured. Customers can configure letters, emails, investigation interviews, and post-hire and exit interview templates. Investigation interviews can be configured for complainant, subject, and witness.

Letter templates can be configured by issue and case type. Smart Fields provide the ability to configure workflows by case type, region, issue type, and risk level.

Statuses are updated based on actions taken by system users on the case. Employee Relations cases are in progress when the case is opened, can be put on hold, and closed. Investigation cases move through different statuses based on their current state. The status can change when the case has been sent for or received from legal review, sent to decision maker, put on hold, finalized, or closed. Users control when a case is sent for legal or decision maker review or is put on/off hold. Investigations that are in legal or decision maker review are 'locked down' so changes cannot be made.

3.9 Records Retention Functionality: The County of Riverside will have full control of all local storage/retention decisions. HR Acuity does not purge or delete records from client data, and client administrators can go into the application at any time and delete/modify/update/export data. If the County does request data deletion from HR Acuity or if our agreement is terminated for any reason, our team will return all data in zipped format and delete all copies of data from HR Acuity's MS Azure data centers using best practice procedures and a wiping solution that is NIST 800-88 compliant.

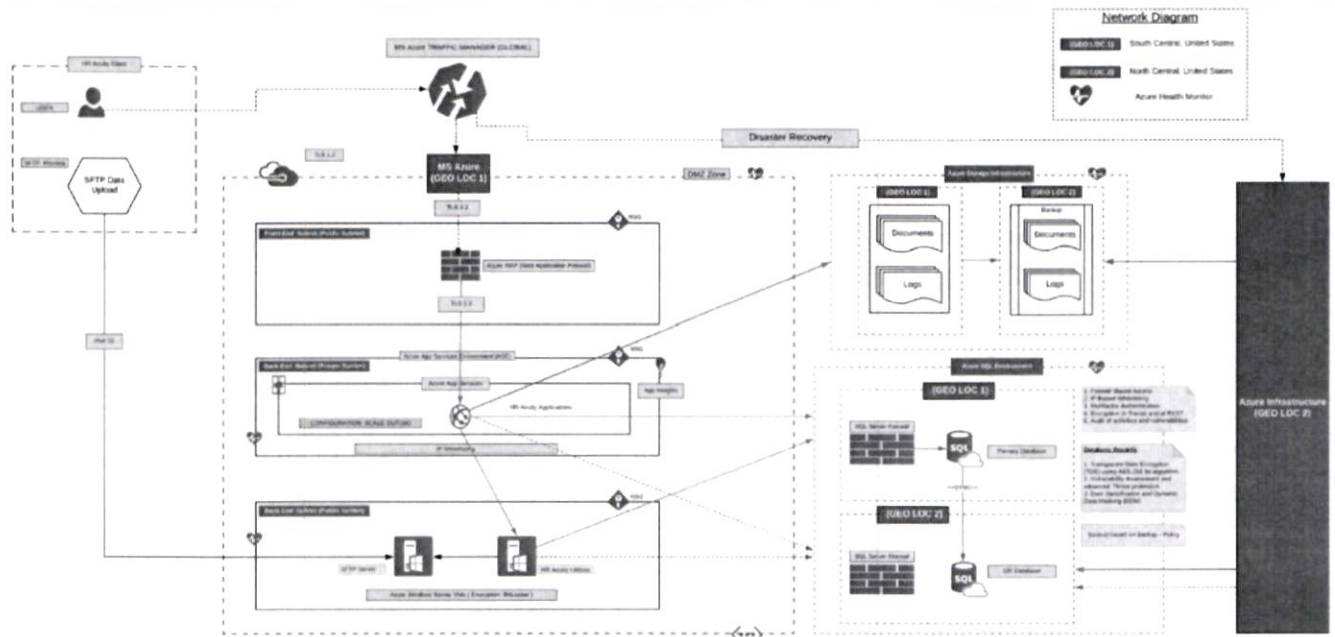
Only specific users can delete data from the system based on HR Acuity's role-based access controls. For example, the County could restrict deletion to Super Administrators. Permanently deleted data cannot be retrieved back after 35 days of the retention period is passed.

4.0 TECHNICAL ARCHITECTURE AND SECURITY

4.1 HR Acuity is a web-based SaaS application hosted on Microsoft Azure. Contractor will use Azure's PaaS offering (Isolated App Service Environment, Azure SQL, and Azure Blob). Virtual Machines are used for SFTP functionality.

The solution is developed using the Microsoft software stack and adheres to the Microsoft.Net MVC pattern-based framework that enables a clean separation of concerns and provides full control for creating sophisticated features that use the latest web standards. These geographically dispersed datacenters comply with key industry standards, such as ISO/IEC 27001:2013 and NIST SP 800-53, for security and reliability. The datacenters are managed, monitored, and administered by Microsoft operations staff 24/7/365. The primary datacenter is located in South-Central US, and the disaster recovery site is located in North-Central US.

Additional details: "Network Diagram" as follows.



4.2 Software as a Service (SaaS): All of the following features indicated with a “Y” in the Coded Response column are included.

1 Participant Information

1.1 Vendor Website

Public facing site: <https://www.hracity.com/>

Domain for application instances: custom URL at *.hracity.net

2 Authentication and Authorization

2.1 User Management

Feature	Coded Response	Comment
The service provides a Web UI for user administration.	Y	
The service provides a batch interface for importing user data.	Y	
The service supports LDAP or Active Directory synchronization.	N	HR Acuity uses SSO as our identity management model.
The service enables administrators to delegate administrative capability to other users.	Y	

2.2 Distributed Authentication or Federation

Feature	Coded Response	Comment
The service supports SSO through Azure AD. (i.e. SAML2.0 or OAuth2/OpenID Connect)	Y	
The service supports SSO using SAML2.0.	Y	
The service supports SSO using OpenID Connect (OAuth 2.0).	Y	
The service supports Authorization (i.e. Entitlement) using SAML2.0.	Y	
The Service supports Authorization (i.e. Entitlement) using OAuth 2.0?	Y	

2.3 Entitlement Management

Feature	Coded Response	Comment
The service provides an administrative Web UI for managing user entitlements based on roles.	Y	
The service provides an administrative Web UI to manage entitlements through groups and group policy.	Y	

3 Information Privacy

Feature	Coded Response	Comment
A User Information Privacy Policy for the service is available.	Y	

3.2 End User Privacy Document

If this is different than your privacy policy document, please answer this question. Otherwise, mark as NA. Provide the URL address to the end user privacy policy for the SaaS. If the policy is not available online, please add it as an appendix to this document and note that here. If a policy is not available to be included as an attachment, please describe it here.

HR Acuity's public privacy policy is available here: <https://www.hracuity.com/privacy-policy/>

4 Web Service APIs

Feature	Coded Response	Comment
The service provides SOAP/HTTPS or RESTful APIs to pull data from it.	Y	We provide a secure, OAuth 2.0, REST API with pull capabilities. The API is designed for flexibility, allowing clients to build out integrations that meet their needs.
The service provides SOAP/HTTPS or RESTful APIs to push data to it.	Y	We provide a secure, OAuth 2.0, REST API with push capabilities. The API can be leveraged to import ticket data from compliance systems or other HRIS systems. The API is designed for flexibility, allowing clients to build out integrations that meet their needs.

5 Service Management

Feature	Coded Response	Comment
The service provides an administrative Web UI for managing users and data (includes Entitlement Management capabilities in Section 2).	Y	
The service provides redundancy for all administrative interfaces and management consoles.	Y	
The service provides real-time alerting. (e.g. outages, thresholds, etc.)	Y	HR Acuity has a 24x7x365 SOC which takes care of any alerts that are raised from the SIEM solution.
The provider's Change Management process includes tracking and logging of changes for six or more months.	Y	
The administrative Web UI includes usage and data tracking tools.	Y	Analytics and reports can be configured within the administrative controls tab by customer administrators with appropriate permissions.
The service usage can scale quickly. (i.e. the Provider does not require a long lead time for infrastructure expansion if our usage increases beyond the original estimate)	Y	

5.1 Primary Datacenter Location

Provide the location of the primary datacenter for the SaaS.

South-Central US

5.2 Backup Datacenter Location

Provide the location of the backup datacenter for the SaaS.

North-Central US

5.3 Usage and Data Tracking Tools

Describe the usage and data tracking tools for the SaaS.

Data from logs can be made available upon request.

5.4 SOC Compliance Report

If you have a SOC II, SOC III, or similar independent audit of your services, please describe what that audit covers and what can be provided to the County of Riverside. If the audit is regularly scheduled (such as a yearly review), please note that.

SOC 2 Type II audit for Security scheduled annually. The current attestation report is attached in Exhibit A Section G, and our next audit report will be available to share externally by the end of May 2023.

6 Information Security

6.1 Data Types

Feature	Coded Response	Comment
The system stores, transmits, or otherwise interacts with CJIS data.	N	
The system stores, transmits, or otherwise interacts with Export Controlled data.	N	
The system stores, transmits, or otherwise interacts with PCI data.	N	
The system stores, transmits, or otherwise interacts with PII data.	Y	HR Acuity will not be pulling any data; clients choose what goes into HR Acuity systems. The only PII we mandate is first name, last name, email, and employee ID for all application users. No customer data is further shared.
The system stores, transmits, or otherwise interacts with PHI data.	N	
The system stores, transmits, or otherwise interacts with sensitive security information data.	N	

6.2 Baseline Controls

6.2.1 Physical Security Requirements

The HR Acuity physical site - central office - uses the following security measures:

- Perimeter CCTV cameras
- Access control system
- Intrusion detection system
- Visitor management system
- Sprinkler and fire prevention systems to local code
- Documented off-boarding procedures for terminated employees and contractors including access withdrawal

HR Acuity data centers are hosted on MS Azure. Please see their site for physical security details: <https://docs.microsoft.com/enus/azure/security/fundamentals/physical-security>

6.2.2 3rd Party Security Audit Frequency

Indicate how often the service undergoes 3rd-party security audits. (ex. Quarterly, Semiannually, Annually)

At least annually, HR Acuity has external penetration testing and a SOC 2 Type II audit.

6.2.3 Security Auditor

List who provides the security audit(s) for the service.

Penetration Testing: Synopsys

SOC 2 Type II Audit: IS Partners

6.3 Administrative Controls

Feature	Coded Response	Comment
Provider enforces and audits Role-Based-Access-Control that can be verified by the County of Riverside upon request.	Y	
The County of Riverside can get access to administrative audit logs (access and action logs) for access to its data.	Y	
The Provider has published screening and hiring practices for those employees that have access to County's data.	Y	
The Provider performs periodic audits and notification of inappropriate management activity.	Y	

6.3.1 Logging

Describe the type of logging done by the system that can be made available to the County of Riverside. (ex. Web request/response logs, data access logs, data modification audit logs, etc.)

Security logs from WAF, NSG, VM logs, Network Traffic logs are managed using the IBM Q-Radar SIEM solution. Application logs, Utility logs, DB logs are routed to a central Log solution using Elastic Search. The logs can be made accessible to the client on request.

Within the application, the Case Activity timeline gives users information on where a case is in its progression and makes it easy for admins to identify when a change was made and who made the change. An audit log will be available if a case is edited after the case is closed.

6.3.2 Logging Retention Schedule

Describe the retention schedule for the logs described in 6.3.2.

Security incident logs are maintained for at least 365 days.

6.4 Application Controls

Feature	Coded Response	Comment
APIs provided by the service require authenticated access (whether the API is open/published or not).	Y	
APIs provided by the Service are available through connections that are encrypted with TLS 1.2.	Y	
The Service includes multi-tenant controls that separate and isolate County's data from other tenants	Y	

6.5 Data Layer Controls

Feature	Coded Response	Comment
The Service encrypts all data interfaces using TLS 1.2.	Y	
All HTTP traffic between browsers/WebUI and the Service backend are encrypted using TLS 1.2.	Y	
If the Service supports a "File Upload" capability through the Web UI, the uploaded content is subject to Access Control rules and policies protecting tenant's (County's) data.	Y	

6.6 Vulnerability Controls

6.6.1 Intrusion Detection and Prevention

Describe the intrusion prevention and detection capabilities of the Service.

HR Acuity is hosted on MS Azure Cloud. We use Azure IDS/IPS for securing our environment. WAF rules are also reviewed regularly to ensure network and app security.

6.6.2 Data Cleansing

Describe policy and procedures used by the Service for data cleansing (antivirus, spam protection, etc.).

HR Acuity uses SentinelOne as our XDR and Microsoft Defender and BitDefender as our anti-virus and anti-malware.

7 Data Storage

Feature	Coded Response	Comment
The service provides bulk electronic data export/extraction from the system (e.g. USB or SATA storage in well-known formats).	Y	HR Acuity is a SaaS application hosted on MS Azure. Customers can export their data in csv using SFTP.
The service's data eradication adheres to DoD 5220.22-M or NIST SP 800-88 standards for data sanitization when storage devices are replaced/retired.	Y	
The service is able to surpass storage limits (e.g. due to increased usage by the County), without requiring long lead times.	Y	
The County of Riverside's data must be stored in data centers that are in the United States. The Service accommodates this data residency requirement.	Y	

7.2 Recovery Time Objective

Provide the Recovery Time Objective (maximum duration objective to recover from a disasters).

RTO is less than 1 minute for Read Only access, and less than 45 minutes for Read-Write access.

7.3 Recovery Point Objective

Provide the Recovery Point Objective (maximum duration of lost data due to lack of backup caused by a disaster).

RPO for HRA is less than or equal to five minutes.

7.4 Data Centers

List all Data Centers used by the service that will store the County of Riverside's data.

HR Acuity is a SaaS application hosted on MS Azure cloud.

Primary data center: South-Central US

Disaster recovery site: North-Central US

8 Network Security and Monitoring

8.1 Performance and Operations Monitoring

Describe the real-time performance and operations monitoring of the network used to provide the Service.

HR Acuity monitors all network data including performance and monitoring, to ensure that all operations are being carried out. HR Acuity uses Redgate monitoring, Azure Monitor, app insights, and Prometheus to carry out performance monitoring.

4.3 Security Program Certification: Contractor will use certified data centers hosted by Microsoft Azure. Azure has ISO 27001, ISO 27017, ISO 27018, ISO 22301, and ISO 9001 certifications, PCI DSS Level 1 validation, SOC 1 Type 2 and SOC 2 Type 2 attestations, HIPAA Business Associate Agreement, and HITRUST certification.

4.4 Application Security Standards: HR Acuity is developed using Scrum-based S-SDLC methodology and follows the OWASP AppSec Verification Standard. To determine any vulnerability at the machine, IP, or code level, HR Acuity has a robust security testing and remediation plan in place. Our internal security team uses a lot of different software tools to determine any code level or run time vulnerabilities. The vulnerability reports are generated on a monthly basis and remediation of any found vulnerability is addressed and pushed to production based on severity.

4.5 Included API: Contractor will provide a secure, OAuth 2.0, REST API with push and pull capabilities. The API can be leveraged to import ticket data from compliance systems or other HRIS systems. The API is designed for flexibility, allowing clients to build out integrations that meet their needs.

4.6 Password Management: HR Acuity is a SaaS solution with multiple secure authentication options, configurable by the client or with support by HR Acuity. Our identity management model centers around SSO integration rather than LDAP integration; we use Ping Identity's Ping One platform as our SSO integrator. HR Acuity supports Single Sign-On with all identity providers using SAML 2.0.

User authentication can be via SSO or by user ID and password. Password configuration options are available including password change frequency, password re-use number and the number of failed attempts before lock out. Authentication is performed by validating credentials (username and password). User access is secured on the module level by configuring industry standard, role based group security architecture. Passwords are not maintained by HR Acuity. Passwords must be between 9 and 20 characters long. They must be alphanumeric and contain at least one special character. Passwords cannot contain a series of consecutive numbers or letters (i.e. aaa, 11111111). Passwords must be different from the last 3 passwords.

Multi-factor authentication options and IP filtering are available as additional security measures.

4.7 Password Masks and Encryption: HR Acuity hashes and salts all passwords. BCrypt's slow-hashing algorithm is used to perform this function.

4.8 Hardcoded/embedded Passwords: CONTRACTOR will utilize Azure KeyVault. Credentials are not hardcoded in any application code or configuration file.

4.9 Encryption Protocols: All data is encrypted at rest using AES 256-bit encryption algorithm and in transit using TLS 1.2. Encryption keys are managed using Azure TDE (Transparent Data Encryption).

4.10 Shared Server Database: HR Acuity uses Microsoft Azure as our cloud provider. Client data is on Microsoft's Multi-Schema database by default. Single Database options are available for an extra annual fee.

4.11 System security related events Logging: HR Acuity uses IBM Q-Radar as its SEIM solution. All Security logs from WAF, NSG, VM logs, Network Traffic logs are ingested and retained for at least 365 days.

4.12 Failover strategy/Data recovery: HR Acuity has a well-defined BCDR process in place.

- a. Database back-up: HR Acuity servers automatically backed-up. Full data backups are taken every day, incremental data backups and log backups every 5 minutes. All backups are scheduled automatically and managed silently in the background. Backup files are stored in a geo-redundant storage account with read access (RA-GRS) to ensure availability for disaster recovery purposes. Geographical data replications are done instantly for disaster recovery purpose.
- b. Azure Storage back-up: HR Acuity Azure BLOB storage is automatically backed-up instantly in a geo-redundant storage account with read access (RA-GRS) to ensure availability for disaster recovery purposes. The back-up storage account will be available.
- c. Using Active Geo-Replication, HR Acuity maintains a readable secondary server in a different region. This allows us to initiate failover immediately should our primary servers experience any downtime or disaster within that data center. Given the processes in place, business continuity features support the following restore SLAs.
 1. Recovery Time Objective (RTO): All HR Acuity Client data is replicated at geographically redundant facilities to ensure that client data is never lost. In case of system outage, RTO is less than 1 minute for Read Only Access to HRA and less than 45 minutes for Read-Write access.
 2. Recovery Point Objective (RPO): RPO for HRA is less than or equal to five minutes.
 3. Data Integrity Objective (DIO): HR Acuity needs to preserve its client's data with zero data errors introduced by Disaster Recovery procedures. For purposes of this BCDR, HRA will continue with the same data security measures already in place with current systems.
 4. Point-In Time Restore (PIT): HR Acuity is able to perform a point in time restore at any restore point in the last 35 days.

4.13 Database Connection: DB Connection string.

4.14 Third-Party Software: None

4.15 Email protocol: POP3

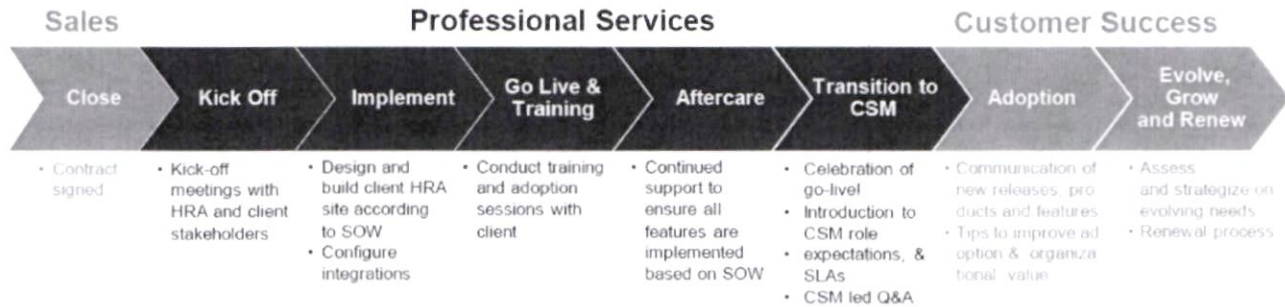
4.16 Other software required: The application is accessible by any web browser, with Microsoft Edge and Google Chrome fully supported. HR Acuity is not OS-dependent, and no other hardware or software is required.

5.0 PROJECT IMPLEMENTATION, TESTING, TRAINING, AND POST IMPLEMENTATION SUPPORT & MAINTENANCE

5.1 Summary of Implementation Methodologies: The HR Acuity Implementation Process includes four stages – Plan, Design, Build and Adopt - representing the initial launch of HR Acuity and is modified as appropriate to your organization's needs. Once the detailed business requirements are known, a project plan and timeline are created. Implementation also includes our New User Adoption Program which is included in the Adopt phase to ensure successful change management and adoption of HR Acuity across your user base. Average implementation times are typically 8-12 weeks.

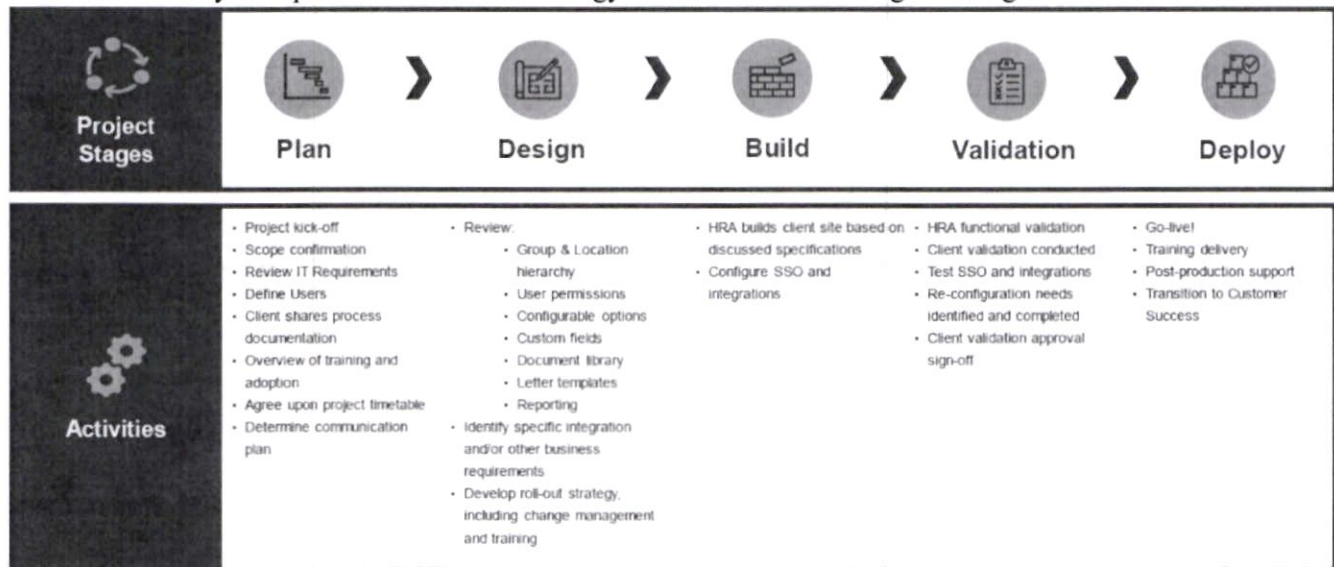
Timeline: Tentative start date to have transition/validation processes started is December 12, 2023, and “go-live” April 12, 2024.

5.2 Project Schedule: The project schedule below is a simplified overview. A detailed project plan mutually agreeable to both Parties will be provided by CONTRACTOR at the Plan stage of implementation by the assigned Implementation Manager. No work is performed on-site.



5.3 Implementation Quality Assurance: HR Acuity’s comprehensive implementation process ensures that our products are implemented efficiently and effectively into your organization. During the implementation process, the HR Acuity Implementation Manager will work closely with you to understand existing processes, challenges and goals for implementation. The flexible configurability of HR Acuity allows us to deploy a solution that is right for your organization. We also share best practices and leverage previous lessons learned to ensure the most efficient and effective rollout of the HR Acuity Platform.

5.4 HR Acuity’s implementation methodology includes the following five stages:



- **Plan:** The objectives of the Plan stage are to finalize the overall project scope and to identify configuration and reporting requirements of the HR Acuity platform. The Plan stage also identifies the team members, roles and responsibilities, and the communication plan that will be used during the project.
- **Design:** Following the first project call, the HR Acuity Implementation Manager will work with the County to identify processes and workflows, as well as configuration and integration requirements that are applicable across the organization.
- **Build:** The Build stage will serve to build the configurations of the HR Acuity products through a series of workshops. These workshops will be iterative in nature and will build upon previous workshops. In this

phase, system and integration configurations are completed and initial data migration activities are executed.

- Test: The Test stage's purpose is to confirm setup through end-to-end testing throughout the HR Acuity platform. This stage includes the steps required to move HR Acuity into production, which includes purging data and activation of integrations.
- Deploy: The Deploy stage entails the formal deployment of HR Acuity to internal users, which includes training, change management, communication and production monitoring. This stage also focuses on supporting you through business system adoption, as well as HR Acuity internal knowledge transfer to Customer Success.

5.5 County resources required for a successful implementation include:

- Executive - Senior-most individual with the County who will own the HR Acuity project and will attend the kick-off meeting, send change management communication, and kick-off user training and adoption sessions.
- Champion - Primary go-to user that drives adoption of HR Acuity across the organization and makes key configuration and adoption decisions. This person will participate in weekly meetings, ensure deliverables are completed in required timeframes, make key decisions, and drive adoption.
- Project Manager - Individual responsible for ensuring that all pre-work, post-work, integrations, data migration, configuration/features decisions are completed on time. This person will attend all meetings and ensure that all deliverables are completed on time and to specifications.
- IT Lead - Individual responsible for ensuring that all integrations and data migration activities are completed on time.
- Select Users - Individuals that represent the various user groups and can act as Super Users. Attend requirements gathering sessions, participate in weekly configuration meetings as required or provide input to configurations, participate in User Acceptance Testing.

5.6 Mitigation Efforts of Implementation Issues: HR Acuity implementation teams are well equipped and experienced to implement quickly and smoothly. HR Acuity will handle all heavy lifting with integrations, training, onboarding, implementation, configurations, etc.

It is not uncommon for gaps in policy or differences between current and desired execution to surface during implementation of a new system. Ahead of implementation, we recommend driving towards consistency across groups/departments. This includes the types of Issues used when creating an ER or Investigation case, the types of actions that are taken as a result of a case, as well as the policy documentation used when investigating (ie. time and attendance policy, social media policy, etc). There is no need to strive for perfection beforehand as HR Acuity guides our customers through best practices within the system and help our customers formulate their processes – though having a high-level view of process structure is helpful. Most customers will continue to configure their system after implementation, so it's best to view HR Acuity as an agile platform that will grow and evolve as needed.

Other organizational dependencies come primarily from misalignment of internal resources. While IT will not be needed for the regular configuration meetings that will be held with the HR users, they will need to support when it comes to establishing SSO, file transfers, integrations, and data migration. Their availability will be paramount. In addition, understanding any other large HR initiatives that might interfere with the implementation schedule is important.

5.7 Test Plan: The Test stage's purpose is to confirm setup through end-to-end testing throughout the HR Acuity platform. This stage includes the steps required to move HR Acuity into production, which includes purging data and activation of integrations.

5.8 Test Types: No testing is required by the County. HR Acuity performs rigorous automated and manual QA testing prior to each release, including performance, load, regression and security testing to limit impact.

5.9 Automated Testing: No County data is ever used in testing. TonicAI is used to generate fake data for testing and development purposes.

5.10 Training Methods: The HR Acuity implementation resource conducts all training at the end of the project and will partner with the customer to determine the preferred method. HR Acuity will perform virtual training direct to the users, and/or train-the-trainer style training. Contractor will provide multiple sessions if needed and can record the training sessions for the users who aren't able to attend.

5.11 Training and Training Materials for System Administrators (2-3) and Users: The HR Acuity implementation resource conducts all training at the end of the project. HR Acuity has standard training decks that we will refer to during training sessions. Training resources are also available through our robust online Support Center.

5.12 Post-implementation support: The HR Acuity Customer Support team fields inquiries by phone, email or via the robust Support Center for our clients. A dedicated Customer Success Manager will serve as the County's primary point of contact for adoption resources, subscription management, and regular touchpoints with product owners. Your Customer Success Manager is also your primary point of escalation, using defined internal channels to direct client concerns to leaders or cross-functional partners as necessary. Technical issues have a distinct escalation path from our Support desk to Level II Support, and Engineering or Product teams. Our first response SLA is 24 hours or less. The County will have 24/7 emergency support available.

5.13 Upgrades: HR Acuity is a Multi-Schema SaaS based solution (Single-Database Optional for an additional fee). All upgrades are included as part of the annual subscription. All system upgrades are performed by HR Acuity personnel outside of regular business hours. Only one version of the solution is available to all clients, so support is not required for older versions. New features are often configurable by client so clients can elect to implement or not implement any new features that are available. HR Acuity offers a 99.5% availability SLA, defined in our standard MSA."

5.14 Technical documentation for installation and technical support of the product: All product documentation is included in our robust Support Center, accessible via link in the platform.

5.15 Tools and documentation provided for County-provided product support/diagnosis: N/A, all product support is provided through HR Acuity.

5.16 Technical/developer skills needed to manage product (configuration and/or enhancements, etc.): Daily administration should not be required to manage the HR Acuity system. The majority of configuration options are available to your system administrators directly in the HR Acuity system. For example, your configuration or super admin can configure letter templates, email templates, alerts, decision maker committees, queues, and dropdown values for standard case fields. Settings for features such as Legal Hold, APIs and Case Health can also be configured. All roles and permissions can also be managed within the HR Acuity system by an administrator.

5.17 Online user support group: Employee resource group provided online through HR Acuity Employee Relations Roundtable. Since 2015, HR Acuity has been hosting invitation-only events for senior HR and Employee Relations leaders in enterprise organizations from around the country for strategic discussions and interactive sessions focused exclusively on employee relations. This invitation-only event presents Senior

Employee Relations Leaders with a unique opportunity to meet, learn and share challenges and best practices, and exchange ideas on today’s toughest employee relations matters. Attendees return to their organizations energized with valuable knowledge and actionable ideas to put into practice within their teams.

The County of Riverside will have the ability to participate in one of our Roundtable events, as well as exclusive client only Roundtable events. County will also have the opportunity to provide feedback to HR Acuity about future product enhancements and product releases.

County users will also have access to the empowER Community. empowER is a natural extension of the growth and activities of the HR Acuity Employee Relations Roundtable community. An online community exclusively for employee relations practitioners, empowER, was created in response to members’ requests for greater interaction – ongoing conversation, collaboration and sharing.

5.18 Standard code table updates: All upgrades and enhancements are included.

5.19 Problem severity levels and response times: First response SLA is 24 hours. Severity, resolution, and escalation time frames are dependent on the issue at hand.

5.20 Process for implementing patches and upgrades: a) Patches and upgrades are done monthly, with larger feature releases on a quarterly basis. b) If downtime is needed for regular scheduled maintenance, this information is posted our Support Center. Any additional scheduled maintenance is posted on our banner message and an email notification is sent to all active users typically 3 weeks in advance. HR Acuity is a SaaS platform and we update features and fixes on a 3 - 4 week sprint cycle with little or no down time. Account teams work with clients to give enough time as well as training and support to facilitate the user rollout, while accommodating client timelines and priorities. In addition, any critical patches or issues are addressed on an as needed basis.

6.0 STATEMENT OF WORK SUMMARY

Project Overview

HR Acuity is a SaaS-based solution that will be used to document day-to-day employee related matters and conduct and document structured investigations. The Professional Services team will partner with County of Riverside (“Client”) to configure HR Acuity and any associated integrations, as well as conduct data migration (if applicable) and provide training as outlined in this Statement of Work (“SOW”).

This SOW is the confidential information of HR Acuity. It is intended solely for the Client identified in the applicable Master Services Agreement and may only be used for the limited purpose of documenting the services to be provided by HR Acuity. Use by or disclosure to any other party or for any other purpose is strictly prohibited.

Scope of Professional Services

The HR Acuity Professional Services team, in partnership with Client, will configure and implement the following products and features:

- HR Acuity Core
 - Setup of up to 200 Users; Configuration of Roles and Permissions
 - Configuration of Employee Relations Case (and accompanying features)
 - Configuration of Investigation Case (and accompanying features)
 - Review of Professional Insights Reporting and Dashboards
- Integrations
 - SSO
 - Method: via Ping using SAML
 - HRIS feed
 - Unidirectional: PeopleSoft to HR Acuity

- Method: Flat-file
- Includes: Groups, Locations and Employees
- Configuration of up to 30 Custom Fields
- Speakfully
 - Configuration of Speakfully Workflow (and accompanying features)
- managER
 - Initial Setup of up to 150 managER Users; Configuration of Roles and Permissions
 - Configuration of managER Workflow (and accompanying features)
- Case Data Migration (implemented as a Phase 2 project after the adoption of HR Acuity Core)
 - Migration of 17 years of ER Case Profiles without attachments. Estimated at 130,000 cases.
 - Migration of 6 years of LR Case Entries without attachments. Estimated at 32,000 records.

HR Acuity Project Team

Client will be assigned an Implementation Manager who will be responsible for the overall project plan to ensure that Client is successfully implemented on the HR Acuity platform. Client's Implementation Manager will coordinate with other HR Acuity resources to ensure that the project is completed on time and to outlined specifications.

Role	Responsibilities
Implementation Manager	Owns the partnership with Client and is responsible for the overall project completion and timeframes to meet requirements. Acts as the Project Manager and leads weekly implementation and integration meetings to ensure deliverables are met and the implementation is completed successfully.
IT Resources	Will work internally with the Implementation Manager to configure and test integrations as needed.
Additional Professional Services Resources	Will work internally with the Implementation Manager to assist with configurations, integration and legacy data migration tasks as needed.

Client Project Team

Client's resources specifically assigned to this project are required to ensure the successful implementation of HR Acuity as outlined below. The below is not an exclusive list; additional team members may be required.

Client acknowledges that any failure to make such resources available to HR Acuity in a timely manner may result in delays in implementation and may result in additional fees as set forth below.

Client must have their core team available to attend weekly meetings and complete requirement pre-work and post-work according to the project plan.

IT resources must be available to attend initial weekly configuration meetings and complete IT integration and data migration requirements according to the agreed upon schedule.

Role	Responsibilities
Executive Sponsor	Most senior individual with Client who will own the HR Acuity project and will attend the kick-off meeting, send/approve change management communication, and kick-off user training and adoption sessions.
Champion	Primary go-to user that drives adoption of HR Acuity across the organization and makes key configuration and adoption decisions. This person will participate in weekly meetings, ensure deliverables are completed in required

	timeframes, make key decisions, and drive adoption.
Project Manager	Individual responsible for ensuring that all pre-work, post-work, integrations, legacy data migration, configuration/features decisions are completed on time. This person will attend all meetings and ensure that all deliverables are completed on time and to specifications.
IT Lead	Individual responsible for ensuring that all integrations and legacy data migration activities are completed on time.
Select Users from User Groups	Individuals that represent the various user groups and can act as Super Users. Attend requirements gathering sessions, participate in weekly configuration meetings as required or provide input to configurations, participate in User Validation.

Methodology

HR Acuity’s comprehensive implementation process ensures that HR Acuity’s products are implemented efficiently and effectively into Client’s organization. During the implementation process, the HR Acuity Implementation Manager will work closely with Client to understand existing processes, challenges and goals for implementation. The flexible configurability of HR Acuity allows us to deploy a solution that is right for your organization. We also share best practices and leverage previous lessons learned to ensure the most efficient and effective rollout of the HR Acuity Platform.

The HR Acuity’s implementation methodology includes the following five stages:

- Plan
- Design
- Build
- Validation
- Deploy

Plan

The objectives of the Plan stage are to finalize the overall project scope and to identify configuration and reporting requirements of the HR Acuity platform. The Plan stage also identifies the team members, roles and responsibilities, and the communication plan that will be used during the project.

Milestones	Description	Primary Owner
Kick-off	Conduct project kick-off call, identify core team, review methodology and project expectations, and schedule weekly meetings.	HR Acuity and Client
Project Plan	Manage document to track project details, activities, owners and completion dates.	HR Acuity
Communication Plan	Determine strategy to ensure seamless communication throughout the project, as well as frequency, delivery method and key messaging.	HR Acuity and Client

Design

Following the first project call, the HR Acuity Implementation Manager will work with Client to identify processes and workflows, as well as configuration and integration requirements that are applicable across the organization. Weekly calls will be held to go through various parts of the system. These calls will be iterative in nature and will build upon previous calls.

Milestone	Description	Primary Owner
Site Creation	Provision Client's HR Acuity platform with features activated.	HR Acuity
Process Workflow	Any end-to-end process workflow documentation will be provided by Client to HR Acuity for analysis (this is not required).	Client
Employee Relations Case Review	Analysis of Client's current employee relations workflows, including policies, owners, communication and departmental differences.	HR Acuity
Investigation Case Review	Analysis of Client's current investigations workflows, including policies, owners, communication and departmental differences.	HR Acuity
Reporting & Analytics	Review of HR Acuity's reporting and dashboard capabilities and discussion around Client's critical go-live reporting needs. Client will be responsible for reporting needs.	HR Acuity
Integration(s)	Analysis of integration needs, including data types, flows, timing and mapping.	HR Acuity
Speakfully Review	Review of functionality and analysis of Client's needs and setup schedule. If a hotline is purchased, review of hotline process and logistics.	HR Acuity
managER Review	Review of functionality and analysis of Client's needs and setup schedule.	HR Acuity
Case Data Migration	Analysis of Client's needs regarding legacy and active data migration, including volume and timing. Review of HR Acuity's data import specifications.	HR Acuity

Build

The Build stage will serve to build the configurations of the HR Acuity products (this often happens in tandem with the Design stage). In this phase, system and integration configurations are completed.

Deliverable	Description	Primary Owner
Employee Relations Case	HR Acuity will provide a workbook for Client to use to identify key configurations (including but not limited to the below): <ul style="list-style-type: none"> Issues / Actions 	HR Acuity and Client

	<ul style="list-style-type: none"> • Alerts and Notifications • Letter Templates • Tags • Case Health • Chat • <p>HR Acuity will perform configuration work related to Client's initial feedback; additional configurations will be made directly in Client's platform and not within the workbook.</p>	
Investigation Case	<p>HR Acuity will provide a workbook for Client to use to identify key configurations (including but not limited to the below):</p> <ul style="list-style-type: none"> • Interview Templates • Investigation Protocols • Decision Maker Approval • Issue Dispositions <p>HR Acuity will perform configuration work related to Client's initial feedback; additional configurations will be made directly in Client's platform and not within the workbook.</p>	HR Acuity and Client
Roles & Permissions	<p>HR Acuity will provide a workbook for Client to use to determine role-based permissions, including user admins, case entry and access, view-only needs, reporting and integration.</p> <p>HR Acuity will perform configuration work related to Client's initial feedback; additional configurations will be made directly in Client's platform and not within the workbook.</p>	HR Acuity and Client
SSO Set-up	<p>HR Acuity supports SSO via a partnership with Ping One. Multi-factor authentication is also available via email, IP filtering and password configuration.</p>	HR Acuity and Client
HRIS Integration	<p>HR Acuity allows for Group, Location and Employee .CSV files to be imported into the HR Acuity system via SFTP with encryption. HR Acuity will hold integration-related calls as needed outside of normal project calls to discuss file and formatting requirements.</p>	HR Acuity and Client
Speakfully	<p>Discuss configurations and workflow of Speakfully</p>	HR Acuity and Client

	platform. Determine integration needs.	
managER	Discuss configurations and workflow of managER platform. Determine integration needs.	HR Acuity and Client
Case Data Migration	Initial imports will be created and loaded into the HR Acuity system. Order in which the uploads occur (ie. closed cases, active cases, attachments) will be determined. Data must be provided by Client in .CSV format. HR Acuity will not manipulate Client's data.	HR Acuity and Client

Test

The Test stage's purpose is to confirm setup through end-to-end testing throughout the HR Acuity platform. This stage includes the steps required to move HR Acuity into production, which includes purging data and activation of integrations.

Deliverable	Description	Primary Owner
Validation Scripts	Client will create any validation scripts used during the validation stage to test process configurations.	Client
End-to-End Validation	Client will complete end-to-end user validation of all ER and INV related processes within the HR Acuity system. Client will provide feedback in the agreed upon format.	Client
Integration(s)	Integrations will be tested and activated.	HR Acuity, Client and Vendor (if applicable)
Speakfully	Validation of Speakfully configurations.	Client
managER	Validation of managER configurations.	Client
Go-Live Configurations	Configurations will be made based on feedback from Client's validation process.	HR Acuity
Purging Data	All test data will be purged from Client's HR Acuity system prior to go-live.	HR Acuity
Final Case Data Migration	Files and attachments will be loaded into the HR Acuity and validated by Client.	HR Acuity and Client

Deploy

The Deploy stage entails the formal deployment of HR Acuity to internal users, which includes training, change management, communication and production monitoring. This stage also focuses on supporting Client through business system adoption, as well as HR Acuity internal knowledge transfer to Customer Success.

Deliverable	Description	Primary Owner
Training Materials	Any materials required for user training will be created and provided by Client.	Client
Communication	Client will own all user communication and change management responsibilities.	Client
Training and Adoption	HR Acuity and Client will partner to determine the most effective training and adoption strategy. User training will be provided via Zoom and recorded upon Client's request.	HR Acuity and Client
Production Support	HR Acuity will be available for Client questions and support during the go-live period.	HR Acuity
Transition to Customer Success	HR Acuity will introduce Client to Customer Success for further adoption and support.	HR Acuity

Assumptions

- No custom documentation will be provided for this project.
- Any items outside of the above scope will be handled through a change control process and will likely impact the timeline for project completion.
- The project resource(s) will be introduced within approximately 3 business days post contract signature.
- The targeted completion date is 12-16 weeks from the project's first call.
- The actual timeline of the project will be finalized and mutually agreed to in writing after the Plan stage between Client and the assigned HR Acuity project resource.
- No custom development solutions for individual customers are allowed.

Change Request Process

Should Client wish to change the scope of the project set forth in this SOW, or if additional time is needed, such change will be reflected in a change request form that is to be mutually agreed to by Client and HR Acuity. HR Acuity shall evaluate the change request for impact on the project plan, cost and level of effort required to execute the change request. HR Acuity is not obligated to hold pricing for the change request if it reasonably believes that a change request will cause HR Acuity to expend additional effort or incur additional costs.

Training and Adoption

Up to 5 training and adoption sessions will be delivered by the HR Acuity Implementation Manager to Client's team around the configured process.

- Employee Relations Workflow session (60-90 minutes)
- Investigations Workflow session (60-90 minutes)
- User Admin Training (60 minutes)
- managER Training (Optional if elected) (60 minutes)
- Case Review / Open Office Hours session (60 minutes)
- Reporting Training (60 minutes)

**EXHIBIT B
PAYMENT PROVISIONS**

1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, and conditions stated in this Agreement, the Request for Proposal #HRARC-092 and all related exhibits, and the fees are inclusive of all costs, including administration and travel expenses associated with the delivery of services.

1.2 Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees below or mentioned elsewhere in this Agreement will not be reimbursed.

1.3 CONTRACTOR shall be paid in accordance with the following for services listed in “Exhibit A: Scope of Work”. Any additional billing for services outside of the outlined scope of work will be proposed for County approval ahead of services being rendered.

1.4 Cost Summary:

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
One-Time Implementation – HR Acuity Enterprise Platform	\$40,000	Not applicable	Not applicable	Not applicable	Not applicable
One-Time data migration for up to 162,000 cases without attachments	Included	Not applicable	Not applicable	Not applicable	Not applicable
One-Time Implementation – Speakfully.	Included	Not applicable	Not applicable	Not applicable	Not applicable
One-Time Implementation – managER.	Included	Not applicable	Not applicable	Not applicable	Not applicable
Setup & Configuration of any additional managER users (if purchased).	Included	Included	Included	Included	Included
Annual Platform and Licenses Cost (Up to 200 users)	\$150,000	\$154,500	\$159,135	\$159,135	\$159,135
PeopleSoft integration	Included	Included	Included	Included	Included
Premium Support 24/7/365	Included	Included	Included	Included	Included
Single Sign-On	Included	Included	Included	Included	Included
Unlimited Storage of any case data	Included	Included	Included	Included	Included
Speakfully Annual Subscription	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
managER Annual Subscription	First 6-months free for up to 150 users; \$11,250 for remaining 6-months of Year 1; \$22,500 per 150 users thereafter (must be purchased in 150-user increments) or County may opt out of the managER subscription if written notice is provided by May 15 th , 2024				

1.5 Implementation Billing Schedule:

Description	Amount
Billed Net 30 at contract execution (50% of Implementation) (anticipated December 2023)	\$20,000
Billed Net 30 at completion and County sign off of the Build Stage or 60 days from execution, whichever is earlier.	\$10,000
Billed Net 30 at completion and County sign off of the Test Stage or 90 days from execution, whichever is earlier.	\$10,000
Total One-Time Implementation Costs	\$40,000

1.6 License/Subscription Billing Schedule:

Description	Amount*
Billed Net 30 (50% of License/Subscription Fees) at completion and County sign off of the Deploy Stage or 120 days from execution, whichever is earlier.	\$97,500
Billed Net 30 at 6 months from contract execution for remainder of Year 1.	\$108,750
Billed at beginning of Year 2 and 6 months after - Year 2 (December 1, 2024-November 30, 2025)	Payment 1: \$111,000 Payment 2: \$111,000
Billed at beginning of Year 3 and 6 months after - Year 3 (December 1, 2025-November 30, 2026)	Payment 1: \$113,317.50 Payment 2: \$113,317.50
Billed at beginning of Year 4 and 6 months after - Year 4 (December 1, 2026-November 30, 2027)	Payment 1: \$113,317.50 Payment 2: \$113,317.50
Billed at beginning of Year 5 and 6 months after - Year 5 (December 1, 2027-November 30, 2028)	Payment 1: \$113,317.50 Payment 2: \$113,317.50

* Amounts reflect County's current intention to purchase and maintain the managER subscription at the minimum 150-user count level after the 6-month free offer. The County will have the option to opt out of the managER subscription if written notice is provided by May 15th, 2024.

EXHIBIT C

HR ACUITY MAINTENANCE AND SUPPORT AND SERVICE LEVEL AGREEMENT

**HRACUITY
Maintenance and Support**

The HR Acuity Customer Support team fields inquiries by phone, email or via the robust Support Center for our clients. A dedicated Customer Success Manager will serve as the County's primary point of contact for adoption resources, subscription management, and regular touchpoints with product owners. Your Customer Success Manager is also your primary point of escalation, using defined internal channels to direct client concerns to leaders or cross-functional partners as necessary. Technical issues have a distinct escalation path from our Support desk, to Level II Support, and Engineering or Product teams.

HR Acuity uses a web-based knowledge base and ticket support solution to identify and manage any client issues. Tickets are tracked including initial response time and issue resolution time. HR Acuity Customer Support consistently exceeds the stated service level agreements and prides themselves with delivering the highest level of support to our clients.

HR Acuity is a Multi-Schema SaaS based solution (Single-Database Optional for an additional fee). All upgrades are included as part of the annual subscription. All system upgrades are performed by HR Acuity personnel off regular business hours Eastern Time. Only one version of the solution is available to all clients, so support is not required for older versions.

All new features are shared with HR Acuity users via email, our banner message, on-line support tutorials, our robust online Support Center, or on-line guided new feature tours. New features are configurable by client so clients can often elect to implement or not implement any new features that are available.

**Service Level Agreements
per HR Acuity's Standard MSA**

a. Availability. HR Acuity will use commercially reasonable efforts to maintain availability of the Services 99.50% of the time. For purposes of this Agreement, "Unavailability" exists when neither HR Acuity nor Client is able to access the Services, excluding lack of access that exists as a result of an Excluded Event. Unavailability is calculated as total Unavailability minus Excluded Events and begins at the time that Client reports such Unavailability to HR Acuity and lasts until and up to the time HR Acuity confirms that the affected Services are available to transmit and receive data. Instances of Unavailability may result in the following credits to be due to Client:

Availability SLA (as measured in a calendar year)	Yearly Credit
<99.50% to 98.75%	5%
<98.75% to 98.25%	10%
<98.25% to 97.75%	15%
<97.75	20%

Availability will be calculated as follows:

$$\text{Availability SLA\%} = ((\text{YM} - \text{TMU}) * 100) / (\text{YM})$$

Yearly Minutes ("YM") = total minutes in the particular calendar year

Total Minutes of Unavailability ("TMU") = total number of minutes of Unavailability during the calendar year

b. Remedy. HR Acuity has no obligation to issue any credit unless: (i) Client reports the Unavailability to HR Acuity immediately on becoming aware of it; and (ii) requests such credit in writing within five (5) days of the end of the calendar year for which Client is claiming such credit. HR Acuity's total liability, and Client's sole remedy, for any failure by HR Acuity to meet the service levels in this Section shall be limited to the issuance of a credit, as provided herein. Such credit will be calculated by multiplying the applicable percentage stated above by the annual Fee during the year that Unavailability was measured and credited against Client's Fee for the next year of the term of the applicable Order Form. Credits shall be non-refundable. In no event shall such credit exceed twenty (20) percent of the annual Fees associated with the year for which the service levels were not met. Notwithstanding the foregoing, if at any time during the Term, if Unavailability exceeds 0.05% during four months of a rolling twelve month period, the Client shall have the right to terminate this Agreement pursuant to Section 8b hereunder.

c. Excluded Events. "**Excluded Event**" means any event that adversely impacts the Services that is caused by any of the following (i) the acts or omissions of Client, its employees, customers, contractors or agents; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by HR Acuity; (iii) internet outages or failures; (iv) Force Majeure events, as described in Section 14 below; (v) Scheduled Maintenance or Emergency Maintenance, as defined in Section 7d below; (vi) implementation services for Client; or (vii) the unavailability of required Client personnel to assist in the remediation of events causing Unavailability, including as a result of failure to provide HR Acuity with accurate, current contact information.

d. Scheduled Maintenance. HR Acuity conducts a software release to production approximately every three (3) weeks and conducts scheduled maintenance once a month. HR Acuity schedules upgrades and maintenance during a window from Saturday evening Eastern Time through Sunday morning Eastern Time. During these periods, HR Acuity may be required to temporarily suspend availability of the Services (any such event, "**Scheduled Maintenance**"). Specific time blocks for Scheduled Maintenance are announced within the HR Acuity Software Applications and may change from time to time. If there is a problem requiring HR Acuity's urgent and immediate attention (any such event, "**Emergency Maintenance**") HR Acuity will make reasonable efforts to notify Client via E-Mail and will display a banner message on the Software Applications at least two (2) hours prior to any Emergency Maintenance.

+ 23 Vreeland Road, Suite 220, Florham Park, NJ 07932 | 888.598.0161 | www.hracity.com +

Attachment IHIPAA Business Associate Agreement
Addendum to Contract

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