

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



ITEM: 3.20
(ID # 25446)

MEETING DATE:
Tuesday, July 09, 2024

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Ratify and Approve the First Amendment, with the RTZ Associates, Inc. for the Human Services Case Management System, without seeking competitive bids for the period of July 1, 2024 to June 30, 2025; All Districts. [Total Allocation: \$99,950; 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the First Amendment with RTZ Associates, Inc. without seeking competitive bids for a total annual amount of \$99,950.00 for the period of July 1, 2024 - June 30, 2025 and authorize the Chair of the Board to sign the amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments including modifications to the statement of work that stay within the intent of the agreement and (b) issue purchase orders for the services rendered or invoices received that do not exceed the Board approved amount; and
3. Direct the Clerk of the Board to return two (2) original copies of the signed Agreement to the Office of Aging office.

ACTION:Policy

Jewel Lee, Director of Office on Aging

6/24/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: July 9, 2024
xc: OoA

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$99,950	\$0	\$99,950	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RTZ Associates supports services for Area Agency on Aging (AAA), Older Americans Act (OAA) and Older Californians Act (OCA) programs and services, which includes in-house programs such as the Multi-Purpose Senior Services Program (MSSP). The RTZ GetCare program, a comprehensive case management module designed to streamline the tracking, coordination, management, and reporting of critical client information, which addresses National Aging program Information Systems (NAPIS) and California Aging Reporting System (CARS) requirements. Through GetCare, Riverside County Office on Aging (RCOoA) gains access to a proprietary information system that serves as a robust platform for managing various aspects of case management efficiently and effectively. RTZ Associates has been a trusted partner of the Office on Aging for the past five (5) years, providing essential support for RCOoA's client management needs.

Staff recommends approval of the First Amendment with RTZ Associates, Inc. to extend the term for one year without seeking competitive bids for a total annual amount of \$99,950 from July 1, 2024 - June 30, 2025.

Impact on Residents and Businesses

Funds are to be utilized in accordance with the requirements of the Older Americans Act, for individuals aged 60 years and older with the greatest social and economic need; with considerable emphasis on programs and services that help older individuals find employment, support older individuals and persons with disabilities to live as independently as possible in their home and community, promote healthy aging and community involvement, and assist family members in their vital caregiving role.

Additional Fiscal Information

No match is required under the terms and conditions of this Agreement. There is no impact to the county general fund.

Contract History and Price Reasonableness

RCOoA released a Request For Quote (RFQ #OAARC-018) in April 2019 and as a result, received a response from RTZ Associates Inc., the most qualified vendor that develops integrated enterprise software to assist with case management. RCOoA determined RTZ

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Associates to be the most qualifying vendor to provide the case management system known as GetCare and was awarded with contract #OAARC-95215-001-0624 under purchasing authority. Technology Standards & Oversight Committee also approved this agreement under H-11 #PR2019-08838.

By way of a Sole Source Justification (SSJ), it has been requested to extend the existing contract with RTZ for an additional one (1) year term, and due to RTZ Associates status as an awarded service provider for the GetCare program, RCOoA will maintain a comprehensive case management module designed to streamline the tracking, coordination, management, and reporting of critical client information. RCOoA has determined that RTZ Associates provides a cost-effective and timely service for a case management platform. The contract has been effective for the past five years and RCOoA will mitigate client impact during the case management transition phase.

The RCOoA is in the process of partnering with the Riverside University Health System and transitioning into their case management software system. The decision to transition RCOoA's case management system to a new platform aligns with the RCOoA's strategic goals and supports the commitment to the countywide integrated service delivery model. This new system offers enhanced capabilities that better align with the department's evolving needs and allows for mutual client data sharing amongst other county agencies. Additionally, it ensures compliance with state requirements, providing the necessary tools for reporting to the California Department of Aging (CDA) as mandated by the Older Americans Act and Older Californians Act.

The implementation of this new system has been approved by the CDA, highlighting its suitability for managing services funded through these RCOoA programs. By leveraging the RTZ System Software, RCOoA aims to streamline operations and improve service delivery by integrating all programs into a unified system. As RCOoA embarks on this transition, it is the department's priority to minimize any disruptions to clients' care. To achieve this, RCOoA is requesting a one-year contract extension with RTZ Associates to ensure continued access to the GetCare database during the transition period. Access to this database will enable the department to seamlessly transfer important client information and maintain continuity in care without interruptions. By proactively addressing the transition process and leveraging the capabilities of the RTZ system, RCOoA is committed to ensuring that clients' needs are met with the utmost care and efficiency.

ATTACHMENTS:

ATTACHMENT A. RTZ SOLE SOURCE JUSTIFICATION FORM

ATTACHMENT B. RTZ ASSOCIATES INC. AMENDMENT NO. 1

ATTACHMENT C. RTZ ASSOCIATES INC. EXECUTED AGREEMENT

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

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/25/2024

Brianne Lontajo
Brianne Lontajo, Principal Management Analyst 6/26/2024

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 6/25/2024

RIVERSIDE COUNTY OFFICE ON AGING
AMENDMENT No. 1 TO THE
HUMAN SERVICES CASE MANAGEMENT SYSTEM AGREEMENT
OAARC-95215-001-0624 WITH
RTZ ASSOCIATES INC.

Agreement Name:
AGREEMENT: OAARC-95215-001-0624

PERIOD OF PERFORMANCE: August 13, 2019 through June 30, 2025

EFFECTIVE DATE
OF AMENDMENT: July 1, 2024

ANNUAL MAXIMUM REIMBURSABLE
AMOUNT: \$ 99,950.00

AGGREGATE MAXIMUM
REIMBURSABLE AMOUNT: \$ 599,700.00

This First Amendment to the Human Services Case Management System Agreement OAARC-95215-001-0624 ("Agreement"), is made by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Office on Aging (RCOoA), hereinafter referred to as COUNTY, and RTZ Associates Inc., a California corporation hereinafter referred to as CONTRACTOR or RTZ.

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement #OAARC-95215-001-0624 for Human Services case Management System on August 13, 2019, effective June 14, 2019 through June 30, 2024, and;

WHEREAS, RCOoA and CONTRACTOR desire to amend the Agreement to update the Period of Performance, Termination, Transition Period, Schedule A – Payment Provisions, Schedule B – Scope of Services.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to amend the Agreement according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Amend Section 3, "Period of Performance," Delete the first sentence in its entirety and replace with the following:**

This First Amendment shall be effective July 1, 2024 and continue through June 30, 2025, unless terminated earlier.

3. **Amend Section 6, "Termination," Delete only Section 6.A. in its entirety.**
4. **Amend Section 8, "Transition Period," is deleted in its entirety and replaced with the following:**
At the expiration or termination of this Agreement – and provided that no succession agreement is executed between Parties – RTZ shall deliver to COUNTY a copy of all COUNTY data upon written request. Specifically, RTZ will provide up to two sets of files – one preliminary set of files for review, and one final set of files for migration to a new system. RTZ will work to ensure accuracy/completeness of

files, however, CLIENT assumes ultimate responsibility for informing RTZ of any errors/omissions. Files will include CLIENT data but will not include other GetCare data such as (but not limited to) validations/constraints, triggers, algorithms, or stored procedures. COUNTY understands that this Agreement does not include transition assistance, such as (but not limited to) data conversion or migration assistance – a role typically filled by the incoming vendor. CONTRACTOR shall provide a copy of all COUNTY data in a timely manner and no later than ten (10) business days from receipt of written request. In the unlikely event of errors or omissions in the dataset provided, CONTRACTOR shall promptly correct said errors or omissions.

CONTRACTOR recognizes that the services it provides under this Agreement are vital to COUNTY and must be continued without interruption and without degradation up to the point of Agreement expiration or termination. COUNTY and/or the incoming vendor shall provide all necessary services to effect an orderly and smooth transition to the new system – services that include, but are not limited to, configuration, implementation, data conversion/migration, testing, training, and technical support.

5. Amend Section 9, “Data Migration Assistance,” to add as new subsection H. to read as follows:

H. COUNTY understands that this Agreement does not include transition services; any data conversion/migration would be performed by the incoming vendor at the direction of the COUNTY.

6. Amend Section 10.B, “Ownership, Publication, Reproduction, and Use of Material,” is deleted in its entirety and replaced with the following:

B. COUNTY agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software, or any portion thereof, to any person other than authorized users without prior written consent of CONTRACTOR. CONTRACTOR owns all aspects of the GetCare product, including but not limited to source code, system logic/functionality, screen layout/design, and documents/forms/reports. COUNTY agrees that it will not seek to reverse engineer GetCare (in part or whole) or provide (and will expressly inform staff not to provide): (a) account credentials or other form of access to GetCare, (b) screenshots or other forms of visual, written, or oral descriptions of GetCare, or (c) forms/documents/reports produced by GetCare to any internal software development team or third-party – specifically but not limited to other software vendors competing with or seeking to compete with CONTRACTOR as well as their affiliates and agents. No ownership equity in GetCare shall accrue to COUNTY through its use of GetCare under this Agreement. Notwithstanding, CONTRACTOR acknowledges that County is a governmental entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including Confidential Information), communications, and documents given by CONTRACTOR to County and meetings involving County may be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent County is required by law to disclose any of the above-described information, communications, and documents, County shall comply with such law. County has the right in its sole discretion to determine what shall be disclosed.

7. Amend Section 12.A, “Records, Inspections, and Audits,” to include the following sentence at the end:

Should COUNTY initiate an inspection/audit, it agrees to compensate RTZ for its time at RTZ’s then current standard hourly rate.

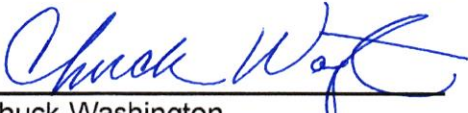
8. Amend Schedule A, “Payment Provisions,” is deleted in its entirety and replaced with Schedule A.1 attached hereto and incorporated by reference.

- 9. Amend Schedule B, "Scope of Services," is deleted in its entirety and replaced with Schedule B.1 attached hereto and incorporated by reference.
- 10. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
- 11. **Effective Date.** This Amendment No. 1 to the Agreement OAARC-95215-001-0624, shall become effective as of July 1, 2024, contingent upon ratification and approval by the Board of Supervisors of the County of Riverside meeting scheduled for July 2, 2024.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 1 to the Agreement.

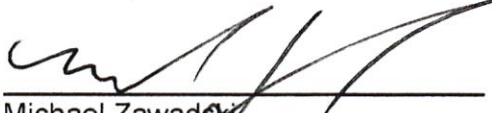
COUNTY OF RIVERSIDE, a political subdivision of the state of California

RTZ Associates, Inc., a California corporation



 Chuck Washington
 Chair, Board of Supervisors
 7/09/2024


 Date



 Michael Zawadzki
 President
 6/21/2024

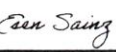
 Date

ATTEST:
 Kimberly Rector
 Clerk of the Board

By:  Deputy

 Date: 7/09/2024

Approved as to Form:
 Minh C. Tran
 County Counsel

By: 

 Esen Sainz
 Deputy County Counsel
 Date: 06/24/2024

A.1 **MAXIMUM AMOUNTS -ANNUAL AND AGGREGATE TOTALS**
The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
June 1, 2019 through June 30, 2020	\$99,950.00
June 1, 2020 through June 30, 2021	\$99,950.00
June 1, 2021 through June 30, 2022	\$99,950.00
June 1, 2022 through June 30, 2023	\$99,950.00
June 1, 2023 through June 30, 2024	\$99,950.00
June 1, 2024 through June 30, 2025	\$99,950.00
Total	\$599,700.00

A.2 **LINE ITEM BUDGET**

GetCare SaaS PRICING TABLE

- a) RTZ Associates Inc. provides GetCare according to a Software as a Service (SaaS) Model. This model includes all system updates and supportive services at no additional cost. Since GetCare is a hosted, web-based application, updates are deployed from RTZ Associates Inc. to all end-users without interruption to the system and without the need to install any software on local machines.

Year	Deliverable	Quantity	Cost
FY 24/25	GetCare lease/web hosting	Up to 100 User Accounts / Licenses	\$99,950/year

- b) The County can purchase additional licenses at any point during the contract period for \$90 per account, per month. This pricing remains consistent regardless of account type, e.g. RTZ does not charge more for administrative accounts with full-access/full-permissions.

PROFESSIONAL SERVICES included under SaaS Model

Under RTZ's SaaS delivery model, a flat monthly rate covers all costs associated with supporting the system, including: (1) providing hosting services meeting / exceeding industry-standard levels of security, redundancy, and availability, (2) monitoring system performance and security, (3) providing technical support via phone and email during business hours as well as 24/7 system monitoring / emergency support, and (4) implementing general system enhancements (including, but not limited to, any/all system modifications necessary to meet changes to federal reporting – such as the new OAAPS-SPR requirements).

A.3 **METHOD, TIME, AND CONDITIONS OF PAYMENT**

- a. CONTRACTOR will be paid the actual amount of each approved annual invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.

1. Required documentation

- a. Signed Invoice
- b. Current Business License on file with RCOoA
- c. Current Insurance on file with RCOoA

- b. All payment claims shall be submitted on an annual basis no later than 30 days prior to the end of the fiscal year in which the services were provided. Each payment claiming period shall consist of a fiscal year. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B.1 SCOPE OF SERVICES

A. RCOoA RESPONSIBILITIES - RCOoA, in collaboration with RCIT, shall:

1. Assign RCOoA staff to be the liaison between RCOoA and RTZ Associates Inc.
2. Assign RCIT staff to serve as technical liaison between RCOoA and RTZ Associates, Inc.
3. Collaborate with the Contractor to implement changes mandated by the California Department of Aging (CDA) and implement after mutual agreement between RCOoA and RTZ Associates Inc.
4. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Contract. RCOoA or designated personnel, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
5. Notify the Contractor verbally as soon as possible of any software errors and confirm verbal notification in writing.

B. CONTRACTOR RESPONSIBILITIES

1. ADMINISTRATION

The Contractor shall:

- a. Assign staff to be project manager and liaison between RTZ Associates Inc. and RCOoA.
- b. Provide Riverside County Office on Aging a browser-based, hosted solution that allows multiple end-users to concurrently manage information for both consumers and providers.
- c. Act as a responsible custodian of all data (and comply with all applicable state/federal regulations) with the understanding that the RCOoA owns all information entered into the GetCare system.
- d. Provide written (e-mail) responses to written (email) inquiries, questions, and problems, and return phone calls as needed, within one business day or less on average.

2. SERVICE DELIVERY

The Contractor shall:

- a. Provide GetCare and associated services to ensure integrity of service without interruption for up to 100 RCOoA active user accounts.
- b. Act as an Application Service Provider whereby Contractor hosts and operates a licensed instance of GetCare as a hosted application accessed via the Internet as set forth herein.
- c. Maintain the following performance standards and adhere to service levels in accordance with the Service Level Agreement, attached hereto as **Attachment I** and incorporated herein by this reference.

3. TRANSITION SERVICES

The Contractor Shall:

- a. At the expiration or termination of this Agreement – and provided that no succession agreement is executed between Parties – RTZ shall deliver to COUNTY a copy of all

COUNTY data upon written request. Specifically, RTZ will provide up to two sets of files – one preliminary set of files for review, and one final set of files for migration to a new system. RTZ will work to ensure accuracy/completeness of files, however, CLIENT assumes ultimate responsibility for informing RTZ of any errors/omissions. Files will include CLIENT data but will not include other GetCare data such as (but not limited to) validations/constraints, triggers, algorithms, or stored procedures. CLIENT understands that this Agreement does not include transition assistance, such as (but not limited to) data conversion or migration assistance – a role typically filled by the incoming vendor.

Performance Standards:

- 1) System Availability
The GetCare web-based system shall be available 24 hours a day, 7 days a week. Normal business hours shall be defined as Monday - Friday between the hours of 8am and 5pm PST. All functions shall be available as defined in the service level agreement attached hereto as **Attachment I**.
 - 2) Standard Maintenance
All maintenance shall occur during non-business hours with little to no interruption to the system. Normal maintenance/upgrades shall not be scheduled Monday - Friday between the hours of 7 a.m. and 6 p.m. PST.
 - 3) Excusable Downtime
Is the period of time when the GetCare website is unavailable due to a scheduled software and/or hardware upgrade, a RCOoA request to take the system offline, or an event beyond the control of RTZ (including, but not limited to, a natural disaster or an act of terrorism).
 - 4) Non-Excusable Downtime
Is the period of time when the GetCare website, modules, or components are unavailable due to an error/defect in the application or database, a hardware failure at the co-location site, a power failure at the co-location site, or a network failure up to, but not including, the interconnection point of the co-location infrastructure and the ISP infrastructure.
 - 5) Application Response Time
The GetCare application shall have a top-level response time that will be an average of five (5) seconds.
 - 6) Reliability
During System uptime as described in "System Availability" above, Downtime of the System, its modules, or components, shall not exceed 5% of the scheduled System Availability during normal business hours.
- b. Notify the RCIT Liaison and RCOoA Administrator of any scheduled/unscheduled database or system activities that would or potentially could impact RCOoA use of the system, including, but not limited to: updates, restores, downloads, object updates, script updates, etc.
 - c. Maintain high-quality hosting services by ensuring that every hard drive is mirrored in real-time, and each piece of hardware has an onsite and offsite parallel machine.

- d. Provide a software system that tracks identification information, tracks matching information (by case manager), generates necessary reports for the California Department of Aging, and allows for the input of progress notes.
- e. Provide a software system with an outward-facing module that has the capability to generate a list of resources and/or referrals to older adults based on location and service needs.
- f. Provide a software system that has the capability to track the outcome of each referral and maintain progress notes.
- g. Ensure the maintenance and integrity of existing data, while integrating new data into the software application.
- h. Connect all provider, consumer and program information, eliminating compartmentalized and duplicated data.
- i. Comply with all applicable workplace safety laws as well as industry standards.
- j. Adhere to all confidentiality and HIPAA regulations to ensure the integrity of RCOoA consumer/provider information.
- k. Continually monitor state and federal guidelines (including HIPAA) to ensure both systems and practices adhere to or exceed industry standards.

4. MAINTENANCE AND TECHNICAL SUPPORT

The Contractor shall:

- a. Provide unlimited technical support and software maintenance at no additional cost during the hours of 8am to 5pm., Monday through Friday, Pacific Standard Time (PST). Contractor shall provide technical support by telephone every business day, with the exception of designated RTZ Associates, Inc. holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and up to two "floating holidays" which vary from year to year.
- b. Maintain and manage the mechanisms that ensure standardized methods and procedures are used for the efficient, prompt handling of identified issues. The Contractor shall ensure the prompt handling of all changes reducing the chances of causing negative impact on service quality when implementing a change, ensuring that all components affected by the proposed change are involved in the development and validation of the change prior to its introduction into the production environment.
- c. Maintain and manage the mechanisms through which requests for application changes or problem reporting are received, recorded and tracked for resolution. RTZ Associates, Inc. is expected to acknowledge and troubleshoot technical issues within one business day and submit confirmation to RCOOA in writing. RTZ Associates, Inc. is responsible for the identification of permanent fixes to avoid future disruptions of service.
- d. Maintain and manage the mechanisms that enable the following:
 - a. Trend analysis of disruption events.
 - b. Identification of temporary remedies while permanent fixes are put in place by the appropriate function.
 - c. Identification of permanent fixes to avoid future disruptions of service.
 - d. The problem management responsibility for leading the resolution of a major

- disruption event.
- e. The Contractor is responsible for maintaining and managing the mechanisms through which requests for application changes or problem reporting are received, recorded and tracked for resolution.
 - f. The Contractor is responsible for maintaining and managing the mechanisms that provide secure data network connectivity to the application.
 - g. The Contractor is responsible for maintaining and managing the mechanisms that ensure all application service and storage environments (i.e., production, testing, and training) are available for their intended use.

5. SOFTWARE AND LICENSE

a. Terms and Conditions of Use

Conditions for RCOoA's use of software provided by RTZ Associates, Inc. are specified as follows:

b. Proprietary Rights

- 1) Software - The Contractor shall maintain proprietary and ownership rights of the software. The Contractor shall own all rights, title and interest in and to its confidential information. GetCare is provided via limited term use license, not sold.

Contractor reserves the right to define the Commercial Product "GetCare" as used in this agreement and no source code shall be provided under this agreement.

- 2) Data – The RCOoA shall maintain proprietary and ownership rights of all data entered into the software and any data associated with the performance of services covered under this contract.

c. Software Upgrades

- 1) The RCOoA is entitled to receive all upgrades of the GetCare system during the term at no additional charge. Upgrades could be simple revisions to improve system efficiency, additional reports, or more significant revisions. COUNTY understands that in the event of transition-out, once it requests a copy of its data, no further software upgrades will take place in order to preserve the database structure.
- 2) Contractor shall update and upgrade the system as needed. Under no circumstances should upgrades be expected to be produced more than quarterly.
- 3) The RCOoA will receive upgrades to the Riverside County specific version of the RCOoA GetCare product provided under this agreement at no additional charge.

d. Evaluation and Acceptance

- a. The RCOoA will have the right to evaluate and test each modification of the software. If any errors exist in the modification, or the modification does not meet the written work requirement, RCOoA will supply the Contractor with a written notification of deficiency.
- b. The RCOoA will give the Contractor written notice of RCOoA's final acceptance

or rejection of the modification of the software in accordance with the acceptance criteria. In the case of any rejection, the written notice shall state with specificity, the reasons for RCOoA's determination.

e. Correction of Errors/Consequences of Failure

The Contractor shall correct errors in modification within ten (10) working days. When the Contractor has corrected the errors, RCOoA will re-evaluate the modification and will decide whether to accept the correction. The process will continue until the modification is accepted or rejected. The Contractor's failure to correct identified errors, or to obtain RCOoA's agreement on a corrective plan may be grounds for termination by RCOoA in accordance with the terms and conditions of this agreement.

f. Satisfaction/Performance

The Contractor shall use its best efforts to perform pursuant to this Agreement; and the Contractor shall not be responsible for any delay or failure of performance resulting from causes solely beyond its control.

If the system fails to meet the performance satisfaction, as defined in this contract, the Contractor shall modify, reconfigure, upgrade, or replace software at no additional cost to RCOoA in order to provide system solution that complies with such performance standards.

g. Liquidated Damages

In no month shall the total liquidated damages be greater than the monthly lease amount.

If the contractor fails to meet the **scheduled reliability requirements** during any month of the contract term, the Contractor may be obligated to pay the County \$100 per incident of reliability failure for the contracted system, which the County may take as a credit against monthly invoices.

h. Software Warranty

The Contractor warrants that all software supplied hereunder shall conform to all published software specifications in all respects, including, but not limited to: operating performance, memory requirements, response, run times, and timing characteristics, documentation, compatibility, and modularity.

i. Duplication of Software

RCOoA will have the right to copy any Contractor supplied documentation for internal backup use only.

j. Limited Warranty

Contractor warrants that all source code, database and data structure shall be reasonably protected to eliminate any misuse that may occur. Examples of such misuse may include, but not be limited to: attempts to move, re-name, or alter the database or data structure in any way.

Contractor shall be fully responsible and liable for any data corruption, and or malfunctions of the GetCare system resulting from the unprotected source code, database and data structure. Contractor shall also be liable for the costs of any services necessary to remedy such problems.

RCOoA will access or use the GetCare system by logging into the system, set forth herein this agreement. If RCOoA attempts to access or use the GetCare system by any means other than logging into the system, RCOoA will be fully responsible and liable for any subsequent problems.

To the maximum extent permitted by applicable law, in no event shall the Contractor or RCOoA be liable for any special, incidental, consequential, or indirect damages arising from the use of this product.

B.2 REPORTING

- A. GetCare shall offer extensive reporting functionality. In addition to a library of standard reports, forms, and letters, GetCare shall also include report writer functionality for the creation of customized ad hoc reports / extracts.
- B. GetCare shall produce all statistical reports as set forth in the Reporting Requirements, as updated by California Department of Aging, accessible at the following links and herein incorporated by reference:

(a) [https://www.aging.ca.gov/Docs/AAA/CARS/2018/CARS%20File%20Specific
atations
J2Qf](https://www.aging.ca.gov/Docs/AAA/CARS/2018/CARS%20File%20Specific%20atations%20J2Qf)

GetCare shall allow end-users to perform ad hoc queries for any date range for any data variable. Data extracted should be "point in time" based on date range given. End-users shall be allowed to export datasets for more advanced analysis.




RTZ Systems Partially Signed Amendment - RivCo GetCare FY24-25

Final Audit Report

2024-06-24

Created:	2024-06-24
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVyJgd5LbSdvmF9eE_p2r6UY4kVv9oAk

"RTZ Systems Partially Signed Amendment - RivCo GetCare FY 24-25" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)
2024-06-24 - 4:02:26 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2024-06-24 - 4:02:42 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2024-06-24 - 7:15:28 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2024-06-24 - 7:27:56 PM GMT - Time Source: server
-  Agreement completed.
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Riverside County Office on Aging
Contracts Administration Unit
3610 Central Ave
Riverside, CA 92506

and

RTZ Associates Inc. dba RTZ Associates
Human Services Case Management System for the Aging Network
OAARC-95215-001-0624



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This Agreement is made and entered into this 14th day of June, 2019, by and between RTZ Associates, Inc. d.b.a RTZ Associates, a California Corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Office on Aging (herein referred to as "RCOoA"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CDA" refers to the California Department of Aging.
- C. "Compliance Audit" shall mean an audit that covers all fiscal and programmatic terms and conditions of the Contract.
- D. "Consumer and/or Client" shall mean a person determined eligible by the County of Riverside for Older Adult Services provided through RCOoA. For the purposes of this contract, Consumer, Client, and/or Recipient are used interchangeably.
- E. "Contractor" shall mean RTZ Associates, Inc., including any employee, agent or representative of RTZ Associates, Inc. in conjunction with the performance of this Agreement.
- F. "County" shall mean the County of Riverside and its Agencies, which has administrative responsibility for this Agreement.
- G. "GetCare" shall mean the web-based software, delivered as a hosted application by RTZ Associates, Inc.
- H. "Monitoring" shall mean the activity necessary to assure compliance with regulations and contractual requirements.
- I. "RTZ" refers to RTZ Associates Inc. For the purposes of this Agreement, Contractor and RTZ Associates Inc. are used interchangeably.
- J. "RCOoA" or "COUNTY" refers to the County of Riverside and Riverside County Office on Aging, which has administrative responsibility for this Agreement. RCOoA and COUNTY are used interchangeably in this Agreement.
- K. "RCIT" shall mean the Riverside County, Information Technology Department, which offers technological support to the RCOoA for this Agreement.
- L. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- M. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- N. "System" or "GetCare" shall be used interchangeably to mean the software solution for RCOoA Case Management services.

2. DESCRIPTION OF SERVICES

RCoOA and CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and all Attachments in accordance with the terms and conditions identified in RFQ# OAARC-018 and contained herein of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon execution and continue through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, "Payment Provisions". COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

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

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

- A. CONTRACTOR will provide COUNTY with access to the Software System, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in CONTRACTOR, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the Software System or Documentation to COUNTY.
- B. COUNTY agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than authorized users without prior written consent of CONTRACTOR.
- C. COUNTY agrees not to reverse compile or disassemble the Software.
- D. COUNTY agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.
- E. COUNTY retains sole right to all client data and related documentation provided to CONTRACTOR through the Software System. CONTRACTOR shall not make available COUNTY data to any third party without COUNTY's written consent, except as provided for by law.
- F. COUNTY retains ownership of all its intellectual property in regards to, but not limited to, reports, studies, statistics, forms, designs, plans, processes, and procedures provided to CONTRACTOR in the course of developing COUNTY requested modifications or enhancements to the Software

System. COUNTY grants CONTRACTOR a non-exclusive, perpetual license to those business processes, business procedures, and related documentation provided to CONTRACTOR.

- G. CONTRACTOR grants COUNTY a non-transferable, non-perpetual license to use and reproduce Documentation furnished by CONTRACTOR which results from or is prepared in connection with the services performed hereunder.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived as an to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

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. The parties agree to the terms and conditions the HIPAA Business Associate Agreement, attached as Attachment V.

14. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et seq, and 45 CFR 205.50 et seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment VI. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment VI into each subcontract or sub-award to subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. 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 claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

16. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold 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, 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.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY 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 to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. 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.

17. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18. 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 COUNTY as additional Insured.

19. COMMERCIAL GENERAL LIABILITY

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

20. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

21. 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 CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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 CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

22. **INDEPENDENT CONTRACTOR**
 It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.
23. **USE BY POLITICAL ENTITIES**
 CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
24. **LICENSES AND PERMITS**
 If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.
25. **NO DEBARMENT OR SUSPENSION**
 CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
26. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
 CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.
27. **EMPLOYMENT PRACTICES**
 A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

28. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

29. ADVERSE GOVERNMENT ACTION

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

then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

30. SUBCONTRACTS

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

31. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

32. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

33. 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.

34. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

35. DISPUTES

A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

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

36. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

37. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the California Civil Rights Laws Certification, attached as Attachment II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Client Complaints

In the event CONTRACTOR administers a public assistance and/or social service program on behalf of the COUNTY under this Agreement, then CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from the Riverside County Office on Aging of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "RCOoA Dispute Resolution: Complaint and Grievance Policy". For a copy of this policy, contact Riverside County Office on Aging Administration at (951) 867-3800.

Civil Rights Complaints should be referred to:

Contracts and Services Officer
Riverside County Office on Aging
P.O. Box 2099
Riverside, CA 92516
(951) 867-3800

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

In the event CONTRACTOR administers a public assistance and/or social service program on behalf of the COUNTY under this Agreement, then CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

38. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Riverside County Office on Aging (RCOOA)
P.O. Box 2099
Riverside, CA 92516

CONTRACTOR:

RTZ Associates Inc.
3736 Mount Diablo Blvd., Suite 200
Lafayette, CA 94549

39. SIGNED IN COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

40. TERMS

This Agreement shall be effective upon execution, or June 14, 2019, whichever should come first, and continue through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

41. MODIFICATION OF TERMS

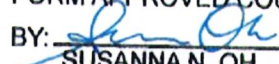
This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than January 1.

42. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for RTZ Associates Inc., a California Corporation 	Authorized Signature for the County of Riverside 
Printed Name of Person Signing: Michael Zawadski	Printed Name of Person Signing: Monica Rossow
Title: President	Title: Procurement Contract Specialist
Date Signed: 8/8/19	Date Signed: 8-13-19

FORM APPROVED COUNTY COUNSEL

BY:  8/12/19
SUSANNA N. OH DATE

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
June 14, 2019 through June 30, 2020	\$99,950.00
July 1, 2020 through June 30, 2021	\$99,950.00
July 1, 2021 through June 30, 2022	\$99,950.00
July 1, 2022 through June 30, 2023	\$99,950.00
July 1, 2023 through June 30, 2024	\$99,950.00
Total	\$499,750.00

A.2 LINE ITEM BUDGET

GetCare SaaS PRICING TABLE

- a) RTZ Associates Inc. provides GetCare according to a Software as a Service (SaaS) Model. This model includes all system updates and supportive services at no additional cost. Since GetCare is a hosted, web-based application, updates are deployed from RTZ Associates Inc. to all end-users without interruption to the system and without the need to install any software on local machines.

Year	Deliverable	Quantity	Cost
FY 18/19	GetCare lease/web hosting	70 User Accounts / Licenses	\$72,500/year
FY 19/20	GetCare lease/web hosting	75 User Accounts / Licenses	\$74,900/year
FY 20/21	GetCare lease/web hosting	75 User Accounts / Licenses	\$74,900/year
FY 21/22	GetCare lease/web hosting	75 User Accounts / Licenses	\$74,900/year
FY 22/23	GetCare lease/web hosting	75 User Accounts / Licenses	\$74,900/year
FY 23/24	GetCare lease/web hosting	75 User Accounts / Licenses	\$74,900/year

- b) The County can purchase additional licenses at any point during the contract period for \$998.67 per account, per year. This pricing remains consistent regardless of account type, e.g. RTZ does not charge more for administrative accounts with full-access/full-permissions.

PROFESSIONAL SERVICES included under SaaS Model

Deliverable	Rate
Discovery	\$3,950 – One-time fee
Development	\$9,750 – One-time fee
Testing	\$3,550 – One-time fee
Onsite training session	\$2,450 – One-time fee
CM/CRS database + directory data migration	\$7,750 – One-time fee
Project Management	Included – Provided at No Additional Cost
Tailoring and Customization of GetCare web-based application to accommodate state-mandated programmatic and regulatory changes	Included – Provided at No Additional Cost

Standard set-up of Reports, Forms, and Letters for Riverside County RCOOA	Included – Provided at No Additional Cost
Maintenance	Included – Provided at No Additional Cost
Technical Support	Included – Provided at No Additional Cost
Upgrades/System Updates	Included – Provided at No Additional Cost
Travel Related Expenses for onsite training session	Included – Provided at No Additional Cost

- c) Onsite training session at a location in Riverside County selected by RCOOA stakeholders. Unlimited number of attendees. All training will occur on the same day over a span of up to eight consecutive hours (excluding breaks) provided by up to two highly qualified RTZ staff. Cost includes all RTZ travel and accommodation expenses. Cost also includes any/all costs associated with training session materials/handouts. RTZ will develop an agenda and training format with the RCOOA prior to scheduling this session (for example, stakeholders may elect to divide this session into multiple segments, each targeting a different type of end-user or job functions).

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved annual invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
 - 1. Required documentation
 - a. Signed Invoice
 - b. Current Business License on file with RCOoA
 - c. Current Insurance on file with RCOoA
- b. All payment claims shall be submitted on an annual basis no later than 30 days prior to the end of the fiscal year in which the services were provided. Each payment claiming period shall consist of a fiscal year. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

B.1 SCOPE OF SERVICES

A. RCOoA RESPONSIBILITIES – RCOoA, in collaboration with RCIT, shall:

1. Assign RCOoA staff to be the liaison between RCOoA and RTZ Associates Inc.
2. Assign RCIT staff to serve as technical liaison between RCOoA and RTZ Associates, Inc.
3. Collaborate with the Contractor to implement changes mandated by the California Department of Aging (CDA) and implement after mutual agreement between RCOoA and RTZ Associates Inc.
4. Provide the Contractor with a copy of the RCOoA dataset that is provided to RCOoA by the current vendor after download from the system. The dataset shall be delivered to the Contractor within 5 business days of receipt by RCOoA.
5. Monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. RCOoA or designated personnel, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
6. Notify the Contractor verbally as soon as possible of any software errors and confirm verbal notification in writing.

B. CONTRACTOR RESPONSIBILITIES

1. ADMINISTRATION

The Contractor shall:

- a. Assign staff to be project manager and liaison between RTZ Associates Inc. and RCOoA.
- b. Provide designated RCIT System and RCOoA Liaison with notification and technical specifications for all system upgrades at a minimum of two (2) weeks prior to the upgrade. In the event that there is a critical issue that requires deployment more quickly, RTZ will provide the designated RCIT Personnel and RCOoA Liaison with as much notice as possible. No changes will be made to GetCare functionality without the RCOoA's written authorization.
- c. Work in conjunction with designated RCIT Personnel to ensure software system integrity and compliance with Riverside County IT rules and regulations put forth in RFQ# OAARC-018 and specified herein.
- d. Ensure that both RCIT and RCOoA have access to the test/training application, as well as the production application.
- e. Provide Riverside County Office on Aging a browser-based, hosted solution that allows multiple end-users to concurrently manage information for both consumers and providers.
- f. Act as a responsible custodian of all data (and comply with all applicable state/federal regulations) with the understanding that the RCOoA owns all information entered into the GetCare system.

- g. Provide written (e-mail) responses to written (email) inquiries, questions, and problems, and return phone calls as needed, within one business day.

2. SERVICE DELIVERY

The Contractor shall:

- a. Provide GetCare and associated services to ensure integrity of service without interruption for up to 75 RCOOA active user accounts.
- b. Act as an Application Service Provider whereby Contractor hosts and operates a licensed instance of GetCare as a hosted application accessed via the Internet as set forth herein.
- c. Maintain the following performance standards and adhere to service levels in accordance with the Service Level Agreement, attached hereto as **Attachment I** and incorporated herein by this reference.

Performance Standards:

- 1) System Availability
The GetCare web-based system shall be available 24 hours a day, 7 days a week. Normal business hours shall be defined as Monday – Friday between the hours of 7:00 a.m. and 6:00 p.m. PST. All functions shall be available as defined in the service level agreement attached hereto as **Attachment I**.
 - 2) Standard Maintenance
All maintenance shall occur during non-business hours with little to no interruption to the system. Normal maintenance/upgrades shall not be scheduled Monday – Friday between the hours of 7 a.m. and 6 p.m. PST.
 - 3) Excusable Downtime
Is the period of time when the GetCare website is unavailable due to a scheduled software and/or hardware upgrade, a RCOoA request to take the system offline, or an event beyond the control of RTZ (including, but not limited to, a natural disaster or an act of terrorism).
 - 4) Non-Excusable Downtime
Is the period of time when the GetCare website, modules, or components are unavailable due to an error/defect in the application or database, a hardware failure at the co-location site, a power failure at the co-location site, or a network failure up to, but not including, the interconnection point of the co-location infrastructure and the ISP infrastructure.
 - 5) Application Response Time
The GetCare application shall have a top level response time that will be an average of five (5) seconds.
 - 6) Reliability
During System uptime as described in "System Availability" above, Downtime of the System, its modules, or components, shall not exceed 5% of the scheduled System Availability during normal business hours.
- d. Notify the RCIT Liaison and RCOoA Administrator of any scheduled/unscheduled database or system activities that would or potentially could impact RCOoA use of the system, including, but not limited to: updates, restores, downloads, object updates, script updates, etc.
 - e. Maintain high-quality hosting services by ensuring that every hard-drive is mirrored in real-time, and each piece of hardware has an onsite and offsite parallel machine.

- f. Provide a software system that tracks identification information, tracks matching information (by case manager), generates necessary reports for the California Department of Aging, and allows for the input of progress notes.
- g. Provide a software system with an outward-facing module that has the capability to generate a list of resources and/or referrals to older adults based on location and service needs.
- h. Provide a software system that has the capability to track the outcome of each referral and maintain progress notes.
- i. Ensure the maintenance and integrity of existing data, while integrating new data into the software application.
- j. Connect all provider, consumer and program information, eliminating compartmentalized and duplicated data.
- k. Comply with all applicable workplace safety laws as well as industry standards.
- l. Adhere to all confidentiality and HIPAA regulations to ensure the integrity of RCOoA consumer/provider information.
- m. Continually monitor state and federal guidelines (including HIPAA) to ensure both systems and practices adhere to or exceed industry standards.

3. TRAINING

The Contractor shall:

- a. Provide initial on-site training for GetCare. Detailed and comprehensive training shall be provided to RCOOA staff prior to full product implementation.
- b. Organize the training around major content areas.
- c. Notify the RCOOA of any corrections and/or upgrades to the software application and provide revised operations manuals to the RCOOA reflecting those application changes and/or upgrades immediately.
- d. Ensure that all training materials and media are maintained and enhanced to reflect the current versions of the application in the production environment.
- e. Maintain and manage mechanisms to deliver training to Riverside County staff.
- f. Should the need for additional in-person training be identified by RCOOA (e.g., new staff, upgrades, modifications, system malfunctions, new state mandates, etc.), RTZ will provide additional training sessions at a cost of \$2,450 per session.

4. MAINTENANCE AND TECHNICAL SUPPORT

The Contractor shall:

- a. Provide unlimited technical support, software maintenance, and minor customizations at no additional cost during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, Pacific Standard Time (PST). Contractor shall provide technical support by telephone every business day, with the exception of designated RTZ Associates, Inc. holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and up to two "floating holidays" which vary from year to year.

- b. Maintain and manage the mechanisms that ensure standardized methods and procedures are used for the efficient, prompt handling of identified issues. The Contractor shall ensure the prompt handling of all changes reducing the chances of causing negative impact on service quality when implementing a change, ensuring that all components affected by the proposed change are involved in the development and validation of the change prior to its introduction into the production environment.
- c. Maintain and manage the mechanisms through which requests for application changes or problem reporting are received, recorded and tracked for resolution. RTZ Associates, Inc. is expected to acknowledge and troubleshoot technical issues within one business day and submit confirmation to RCOOA in writing. RTZ Associates, Inc. is responsible for the identification of permanent fixes to avoid future disruptions of service.
- d. Maintain and manage the mechanisms that enable the following:
 - a. Trend analysis of disruption events.
 - b. Identification of temporary remedies while permanent fixes are put in place by the appropriate function.
 - c. Identification of permanent fixes to avoid future disruptions of service.
 - d. The problem management responsibility for leading the resolution of a major disruption event.
 - e. The Contractor is responsible for maintaining and managing the mechanisms through which requests for application changes or problem reporting are received, recorded and tracked for resolution.
 - f. The Contractor is responsible for maintaining and managing the mechanisms that provide secure data network connectivity to the application.
 - g. The Contractor is responsible for maintaining and managing the mechanisms that ensure all application service and storage environments (i.e. production, testing, and training) are available for their intended use.

5. SOFTWARE AND LICENSE

a. Terms and Conditions of Use

Conditions for RCOoA's use of software provided by RTZ Associates, Inc. are specified as follows:

b. Proprietary Rights

- 1) Software - The Contractor shall maintain proprietary and ownership rights of the software. The Contractor shall own all rights, title and interest in and to its confidential information. GetCare is provided via limited term use license, not sold.

Contractor reserves the right to define the Commercial Product "GetCare" as used in this agreement and no source code shall be provided under this agreement.

- 2) Data – The RCOoA shall maintain proprietary and ownership rights of all data entered into the software and any data associated with the performance of services covered under this contract.

c. Software Upgrades

- 1) The RCOoA is entitled to receive all upgrades of the GetCare system during the term at no additional charge. Upgrades could be simple revisions to improve system efficiency, additional reports, or more significant revisions.
- 2) Contractor shall update and upgrade the system as needed. Under no circumstances should upgrades be expected to be produced more than quarterly.
- 3) The RCOoA will receive upgrades to the Riverside County specific version of the RCOoA GetCare product provided under this agreement at no additional charge.

d. Evaluation and Acceptance

- a. The RCOoA will have the right to evaluate and test each modification of the software. If any errors exist in the modification, or the modification does not meet the written work requirement, RCOoA will supply the Contractor with a written notification of deficiency.
- b. The RCOoA will give the Contractor written notice of RCOoA's final acceptance or rejection of the modification of the software in accordance with the acceptance criteria. In the case of any rejection, the written notice shall state with specificity, the reasons for RCOoA's determination.

e. Correction of Errors/Consequences of Failure

The Contractor shall correct errors in modification within ten (10) working days. When the Contractor has corrected the errors, RCOoA will re-evaluate the modification and will decide whether to accept the correction. The process will continue until the modification is accepted or rejected. The Contractor's failure to correct identified errors, or to obtain RCOoA's agreement on a corrective plan may be grounds for termination by RCOoA in accordance with the terms and conditions of this agreement.

f. Satisfaction/Performance

All work and services provided pursuant to this Agreement by the Contractor must meet the satisfaction of the RCOoA who will be the final judge of the quality and suitability of the work. Should the Contractor's performance fail to meet the approval of RCOoA, the Contractor will immediately take corrective action and incur all associated expenses. If it is undesirable to correct unsatisfactory work or work is not performed in accordance with those standards and this contract, the compensation to be paid to the Contractor will be reduced in accordance with the liquidated damages provision of this agreement.

The Contractor shall use its best efforts to perform pursuant to this Agreement; and the Contractor shall not be responsible for any delay or failure of performance resulting from causes solely beyond its control.

If the system fails to meet the performance satisfaction, as defined in this contract, the Contractor shall modify, reconfigure, upgrade, or replace software at no additional cost to RCOoA in order to provide system solution that complies with such performance standards.

g. Liquidated Damages

In no month shall the total liquidated damages be greater than the monthly lease amount.

If the contractor fails to meet the **scheduled reliability requirements** during any month of the contract term, the Contractor may be obligated to pay the County \$100 per incident of reliability failure for the contracted system, which the County may take as a credit against monthly invoices.

h. Software Warranty

The Contractor warrants that all software supplied hereunder shall conform to all published software specifications in all respects, including, but not limited to: operating performance, memory requirements, response, run times, and timing characteristics, documentation, compatibility, and modularity.

i. Duplication of Software

RCOoA will have the right to copy any Contractor supplied documentation for internal backup use only.

j. Limited Warranty

Contractor warrants that all source code, database and data structure shall be reasonably protected to eliminate any misuse that may occur. Examples of such misuse may include, but not be limited to: attempts to move, re-name, or alter the database or data structure in any way.

Contractor shall be fully responsible and liable for any data corruption, and or malfunctions of the GetCare system resulting from the unprotected source code, database and data structure. Contractor shall also be liable for the costs of any services necessary to remedy such problems.

RCOoA will access or use the GetCare system by logging into the system, set forth herein this agreement. If RCOoA attempts to access or use the GetCare system by any means other than logging into the system, RCOoA will be fully responsible and liable for any subsequent problems.

To the maximum extent permitted by applicable law, in no event shall the Contractor or RCOoA be liable for any special, incidental, consequential or indirect damages arising from the use of this product.

B.2 REPORTING

- A. GetCare shall offer extensive reporting functionality. In addition to a library of standard reports, forms, and letters, GetCare shall also include report writer functionality for the creation of customized ad hoc reports / extracts.
- B. GetCare shall produce all statistical reports as set forth in the Reporting Requirements, as updated by California Department of Aging, accessible at the following links and herein incorporated by reference:
- (a) <https://www.aging.ca.gov/Docs/AAA/CARS/2018/CARS%20File%20Specifications.pdf>
 - (b) https://www.aging.ca.gov/Docs/AAA/CARS/2013/SPR_Draft_form_2013_draft.pdf
 - (c) <https://www.aging.ca.gov/ProgramsProviders/MSSP/>
- C. GetCare shall allow end-users to perform ad hoc queries for any date range for any data variable. Data extracted should be "point in time" based on date range given. End-users shall be allowed to export datasets for more advanced analysis.

Contractor Service Level Agreement ("SLA")

RTZ has a solid track record providing high availability information systems. Under this SLA, RTZ will conform to the following standards during the Term of the Agreement with RCOoA:

(a) RTZ will host GetCare 24 hours a day excluding regularly scheduled routine maintenance. For the purposes of this SLA, "availability" is defined as the ability of an end-user to access the system and use all functions.

(b) All regularly scheduled routine maintenance of GetCare shall occur outside of RCOoA business hours.

(c) For the purposes of this SLA, "excusable downtime" is defined as a period of time when the GetCare site is unavailable due to: (a) a scheduled software and/or hardware upgrade within the maintenance window described above, (b) an RCOoA request to take the system offline not related to a system error/defect, or (c) a Force Majeure event (as defined in the Agreement). Except in cases of emergency, RTZ will provide RCOoA with advance notification before scheduled system unavailability.

(d) For the purposes of this SLA, "non-excusable downtime" is defined as a period of time when the GetCare site is unavailable due to: (a) an error/defect in the application or database, (b) a hardware failure at the co-location site, (c) a power failure at the co-location site, or (d) a network failure up to, but not including, the interconnection point of the co-location infrastructure and the ISP infrastructure.

(e) RTZ guarantees that GetCare site availability will meet or exceed 99.9% in any given calendar month, excluding excusable downtime. If non-excusable downtime exceeds 0.1% in any given calendar month, in addition to any other remedies available to RCOoA, RTZ will credit RCOoA according to the following schedule:

Service Level (availability per month excluding excusable downtime)	Service Level Credit (portion or percent of monthly ASP cost in pricing schedule)
99% – 99.899%	\$500
98% – 98.999%	5%
97% – 97.999%	10%
95% – 96.999%	25%
90% – 94.999%	50%
below 90%	100%

(f) In order to obtain a service level credit for a given calendar month, RCOoA must notify RTZ in writing within the first 10 business days of the following month. Upon receipt of such notification, RTZ shall use GetCare system logs to quantify downtime and determine the service level credit due. RCOoA shall not obtain any credits other than those specified above. Credit shall be applied against the next RCOoA invoice. In the event RCOoA has already paid the contract in full (and no further invoices shall issue as a result), RTZ shall remit to RCOoA the credit due within 30 days.

(g) Although RTZ may adjust its change management and installation procedures to accommodate client preferences, system patches are typically installed as soon as practical (depending on the severity of the problem and the complexity of the fix) and system updates are typically installed during the next scheduled push.

1. Standard set-up services for RTZ-hosted implementation utilizing AWS "GovCloud" environment. Pricing assumes RCOoA will use standard system assessments and reports. One-time costs are invoiced / due in full upon contract execution and are not tied to specific milestones / deliverables or general project status.
2. Required service bundle. Includes hosting services (utilizing the AWS "GovCloud" environment) and unlimited phone / web-based technical support. Also includes no-cost general product updates required to ensure security and operability of the system, including any changes necessary to meet evolving NAPIS reporting requirements. Ongoing fees will begin on the contract effective date and will then continue in full throughout the contract term and will not be adjusted for site use/non-use or the presence/absence of system functionality. RTZ reserves the right to apply a cost-of-living adjustment (not to exceed 3% per annum) for any renewal periods after the Initial Term.
3. RTZ will provide RCOoA with minimum / recommended hardware specifications; barcode scanners are not included.
4. Customization services are defined as requested "one-off" system changes not applicable to other GetCare clients. As stated, system changes to accommodate evolving NAPIS reporting requirements are included in maintenance services.
5. A user account/license is defined as "active" if the account holder can log-in to GetCare in a given month (regardless of whether or not the account holder actually logged-in to GetCare in a given month). Cost calculations will look at the peak number of additional accounts/licenses active at any point in the month and will not prorate charges. Core / baseline package includes 75 **user accounts**. No credits shall apply for unused accounts.
6. RTZ will convert / migrate the previous ten (10) years' of RCOoA client, resource, and service provision data, which includes, but is not limited to, client demographics, services received and provided, case contact notes, client assessments, etc., including data that has been transmitted to the state CARS reporting system, as well as other data maintained in non-CARS systems (e.g., Microsoft Access and SQL databases). At its discretion, RCOoA can purchase additional data conversion / migration services on an hourly basis at a cost of \$165 per hour. In an effort to minimize RTZ hours spent on data conversion / migration activities, RTZ will provide RCOoA with data format specifications. Should RCOoA provide legacy data in a format meeting these specifications and not needing data clean-up, it will greatly minimize the amount of time spent on data conversion / migration activities.
7. RTZ will provide up to eight (8) cumulative (non-transferrable) hours within each contract year to prepare documentation requested by – and specific for – RCOoA. (As an illustrative example, some GetCare clients ask RTZ to complete an annual client-specific questionnaire.) In the event this cumulative amount is exceeded in any given contract year, the standard hourly rate shall apply.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):
RTZ Associates, Inc.

Federal ID Number:
57-1143563

By (Authorized Signature):


Printed Name and Title of Person Signing:
Michael Zawadski, President

Date Executed:
8/8/19

Executed in the State of California


INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer- based confidential information within the scope of the Contract.
- I agree to protect the following types of confidential information which include but are not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information

- Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

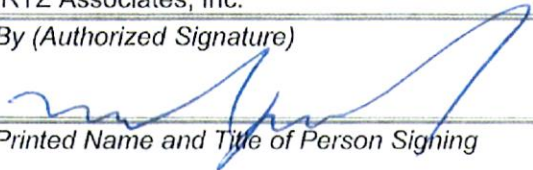
Contractor/Vendor Name: RTZ Systems, Inc. dba, RTZ Systems	
Contract Number: OAARC-95215-001-0624	
Printed Name of Person Signing: Michael Zawadski	
Title of Person Signing: President	
Authorized Signature: 	Date: 8/8/19

CCC 04/2017

Attachment IV

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
RTZ Associates, Inc.		57-1143563	
<i>By (Authorized Signature)</i>			
			
<i>Printed Name and Title of Person Signing</i>			
Michael Zawadski, President			
<i>Date Executed</i>		<i>Executed in the County of</i>	
8/8/19		Contra Costa County, CA	

CONTRACTOR CERTIFICATION CLAUSE

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the

amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and RTZ Associates, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (the OAARC-95215-001-0624 "Underlying Agreement") between the County of Riverside ("County") and RTZ Associates, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is 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:

- I. **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 17 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 22 ("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 27 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 34 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 Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) 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 Contractor 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 24 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: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

County of Riverside BAA 09/2013

Attachment VI
 PII Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security

review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
 - 1. All users must be issued a unique user name for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.

- K. System Logging.
 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.

- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

- M. Transmission Encryption.
 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 1. The Contractor must ensure audit control mechanisms are in place.
 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 3. Reviews should include vulnerability scanning tools.

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Contracts and Services Officer
Riverside County Office on Aging
P.O. Box 2099
Riverside, CA 92516
(951) 867-3800



Date: March 28, 2024
From: Jewel Lee, Director of the Riverside County Office on Aging
To: Board of Supervisors/Purchasing Agent
Via: Cindy Ramos-Corner, Contracts and Grants Analyst
Subject: Sole or Single Source Procurement; Request for Contract Extension of RTZ Associates Inc. Care Management Services

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to:

psolesource@rivco.org.

1. **Supplier being requested:** RTZ Associates Inc. dba RTZ Associates, a California Corporation
2. **Vendor ID:** 0000095009
3. **Single Source** **Sole Source**
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

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

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

Yes No
SSJ# _____

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

Yes No

5. **Supply/Service being requested:**
(*If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.*)



RTZ Associates Inc. offers the GetCare program, a comprehensive case management module designed to streamline the tracking, coordination, management, and reporting of critical client information. Through GetCare, our department gains access to a proprietary information system that serves as a robust platform for managing various aspects of case management efficiently and effectively.

The GetCare program stands out for its user-friendly interface, providing our social workers and contracted vendors with a powerful tool for inputting and accessing essential case information. With its multifunctional capabilities, GetCare enables our team to collect and organize data related to care management clients and service units seamlessly.

RTZ Associates has demonstrated a track record of excellence in delivering quality case management services through the implementation of the GetCare program. By leveraging the capabilities of GetCare, we can optimize our case management processes, enhance collaboration among team members and providers, and ultimately better serve the needs of our community.

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

RTZ Associates has been a trusted partner of the Office on Aging for the past five (5) years, providing essential support for our client management needs. Through a competitive procurement process, RTZ was awarded a contract following a Request for Quote #OAARC-018 released in May 2019. Approval of an RCIT H-11 Form was also coordinated (H-11 #PR2019-08838). This contract encompasses critical services for our Area Agency on Aging (AAA), Older Americans Act (OAA), and Older Californians Act (OCA) programs and services, including our in-house programs such as the Multi-Purpose Senior Services Program (MSSP).

The RTZ System has supported our unit requirements as mandated by the California Department of Aging. Specifically, the system offers a comprehensive client tracking solution that securely collects and manages confidential information. It aligns with the National Aging Program Information Systems (NAPIS) and California Aging Reporting System (CARS) requirements, ensuring compliance with regulatory standards. The system also includes a central web-accessible repository for I&R data, accessible via URL development, as well as individual I&R services.

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

The Riverside County Office on Aging (RCOoA) is in the process of transitioning into another case management software system. The decision to transition our case management system to a new platform aligns with the Riverside County Office on Aging's strategic goals and supports our commitment to the countywide integrated service delivery model. This new system offers enhanced



capabilities that better align with our department's evolving needs and allows for mutual client data sharing amongst other county agencies. Additionally, it ensures compliance with state requirements, providing the necessary tools for reporting to the California Department of Aging (CDA) as mandated by the Older Americans Act and Older Californians Act.

The implementation of this new system has been approved by the CDA, highlighting its suitability for managing services funded through these RCOoA programs. By leveraging the RTZ System Software, we aim to streamline operations and improve service delivery by integrating all programs into a unified system. This integration will facilitate more efficient data management and reporting, ultimately enhancing our ability to serve our community effectively.

As we embark on this transition, it is the departments priority to minimize any disruptions to our clients' care. To achieve this, we are requesting a one-year contract extension with RTZ Associates to ensure continued access to the GetCare database during the transition period. Access to this database will enable us to seamlessly transfer important client information and maintain continuity in care without interruptions. By proactively addressing the transition process and leveraging the capabilities of the RTZ system, we are committed to ensuring that our clients' needs are met with the utmost care and efficiency.

8. Period of Performance: From: July 1, 2024 to June 30, 2025
 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

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

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 24/25	Total
One-time Costs:	\$99,950.00	\$99,950.00
<i>(Insert description)</i>	RTZ System Software access/licensing	
Ongoing Costs:	N/A	
Previous SSJ Approved Amounts:	N/A	
Total Costs	\$99,950.00	



Note: Insert additional rows as needed

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

The price stability of the RTZ agreement over the past five (5) years is indeed reflective of the value and cost-effectiveness that RTZ Associates has consistently delivered to our department. While we were provided government-discounted pricing, the rate/fee charged by RTZ Associates remains competitive within the industry standards for similar case management solutions. RTZ Associates will be honoring the same government-discounted pricing for the one (1) year extension.

It's also important to note that the pricing is inclusive of 75 licenses that our staff and contracted providers utilize, ensuring that all necessary users have access to the system. Additionally, the agreement covers professional services under the Software as a Service (SaaS) model, providing ongoing support and maintenance. Furthermore, any customization of the GetCare web-based application is also included in the pricing, allowing us to tailor the system to meet our specific needs without incurring additional costs through the transition phase.

The stability of the pricing structure has allowed us to achieve budget predictability, while also ensuring uninterrupted access to critical services and support.

11. Projected Board of Supervisor Date (if applicable): May 7, 2024

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

J Lee

Director

Apr 10, 2024

Department Head Signature

Print Name

Date

(or designee)

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

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Execution by department certifies all contractual and legal obligations have been met by the selected supplier.



Not to exceed:

One-time \$ 99,950.00

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

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Reviewed by Procurement Contract Specialist (PCS):

Signature: *Cynthia Murcio*

Date: 4/11/2024

Melissa Curtis

4/29/2024

24-233

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)