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

**ITEM:** 3.23
(ID # 27782)
**MEETING DATE:**
Tuesday, June 24, 2025

**FROM :** HUMAN RESOURCES

**SUBJECT:** HUMAN RESOURCES: Ratify and approve the contract with Ventiv Technology Inc. d.b.a Riskonnect, without seeking competitive bid from January 28, 2025 through January 27, 2028, for the total aggregate amount not to exceed $430,131, All Districts. [Total Cost: $430,131; Department's Budget]

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

1. Ratify and approve the contract with Ventiv Technology Inc. d.b.a. Riskonnect, without seeking competitive bid from January 28, 2025 through January 27, 2028 for the total aggregate amount not to exceed $430,131.13, and authorize Chair of the Board to execute three copies of the same on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the annual renewal options that stay within the intent of the contract;
3. Authorize the Purchasing Agent to issue a purchase order to Ventiv Technology that do not exceed the Board approved amount; and
4. Direct the Clerk of the Board to retain one (1) copy of the contract and return two (2) copies of each to HR for distribution.

**ACTION:Policy**

Tami Douglas-Schatz
Tami Douglas-Schatz, Director of Human Resources 4/29/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

| | |
|---|---|
| Ayes: | Medina, Spiegel, Washington, Perez and Gutierrez |
| Nays: | None |
| Absent: | None |
| Date: | June 24, 2025 |
| xc: | HR |

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $136,441 | $143,263 | $430,131 | $ 0 |
| NET COUNTY COST | $ 0 | $ 0 | $ 0 | $ 0 |
| **SOURCE OF FUNDS:** Department Budget – 100% | | | **Budget Adjustment:** No | |
| | | | **For Fiscal Year:** 24/25 – 26/27 | |

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

**BACKGROUND:**

**Summary**

The Human Resources Department utilizes an integrated technology solution, Ventiv Claims Management Software (iVos), to track and manage County general liability claims, workers' compensation claims and industrial disability retirement applications.

On January 28, 2020, County entered into a Sole Source Agreement with Ventiv Technology to enhance Ventiv technology by adding their proprietary Integrated Risk Management Solution (IRM) and Digital intake solution (Digital). Riskonnect's IRM and Digital solution have allowed the County to move to an electronic claims intake, saving the County $50 for every claim reported through the digital solution resulting in a $5,500 savings for the county since the forms implementation in August of 2022. Interfaces between Ventiv Claims Management Software and IRM have been established allowing claim data to be updated nightly. Aggregating claims in one central Risk Management Information System (RMIS) will allow for easier and more streamlined analysis of Workers' Compensation, General Liability, Professional Liability and Auto Liability claims.

On May 23, 2024, we added the Certificate of Insurance (COI) module to IRM. The new module will streamline the certificate of insurance process allowing risk management staff to manage thousands of certificates for clinical staff and facilities more efficiently. The module is currently in the final stages of testing and set to roll out this year (2025).

Extending the contract with Ventiv for the IRM and Digital Solution will allow us to continue our efforts to collect claim and incident information efficiently; manage claims effectively, structure loss prevention by turning complex data into actionable information; and reduce staff time on COI processes. This data will serve as the foundation to utilize artificial intelligence to forecast management of claims, as well as frequency and severity of claims.

**Impact on Residents and Businesses**

There is no negative impact on residents or businesses within the County of Riverside. Enhancements of the existing claim software system will assist in a proactive approach to reducing future claims cost and liabilities. Such reductions in claim cost will increase the availability of county funds for the general benefit of county residents.

## Additional Fiscal Information

This Agreement continues the yearly subscription agreement with Riskonnect for $136,441.28 for the first year. This is a 5% discount from our current agreement. The yearly cost increases five percent (5%) each year thereafter. The table below indicates the total annual fees for years 1, 2, 3.

| Description | FY 24/25 | FY 25/26 | FY 26/27 |
|---|---|---|---|
| Annual Subscription | $136,441.28 | $143,263.34 | $150,426.51 |
| | | | |
| **Total** | **$136,441.28** | **$143,263.34** | **$150,426.51** |

## Contract History and Price Reasonableness

The County has been using Ventiv Technology's proprietary claims software (iVos) since 2009 as per Board approved on March 17, 2009 Minute Order 3.34. On December 4, 2018 Minute Order 3.33 the Board approved the extension of the Claims Solutions Maintenance Agreement. On January 28, 2020 Minute Order 3.23 the Board approved the integrated claims management solution for five years.

This request is for the County to continue using Ventiv's proprietary solution (IRM) license subscription for three (3) years. Ventiv continues to provide excellent services and provide comparable pricing with an annual increase in line with industry standard of 5% per year.

## ATTACHMENTS:

A. Renewal Subscription Order No. 01 with Ventiv Technology Inc. d.b.a Riskonnect.
B. Sole Source Justification (SSJ) No. 25-155.
C. eSignature Certificate

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 4/30/2025

Sarah Franco
Sarah Franco, Assistant County Executive Officer 6/17/2025

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 6/16/2025

# INTEGRATED RISK MANAGEMENT (IRM) SOFTWARE AS A SERVICES AGREEMENT

**between**

**COUNTY OF RIVERSIDE**

**and**

**VENTIV TECHNOLOGY INC.**



JUN 2 4 2025 3.23

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This Agreement made and entered by and between Ventiv Technology Inc., a California Corporation (herein referred to as "CONTRACTOR" or "Ventiv"), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY") and may collectively referred to as Parties or individually as Party.

The parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on January 28, 2025 and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The parties agree as follows:

**1. LICENSE GRANT & LIMITATIONS.**

1.1 **License Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to, payment by COUNTY of the applicable fees set forth on the Order Form, Ventiv grants to COUNTY a limited, non-exclusive, non-transferable (except as permitted under Section 15.4 of the Terms and Conditions) license, without the right to sublicense (except as permitted under Section 3.2 below), to remotely access and use the System that is located on the Ventiv Server in accordance with the terms of this Agreement for the length of the Term solely for COUNTY's internal business purposes. Use of the System is limited to employees of COUNTY for whom Ventiv has received notification and those parties specifically authorized in Section 3.2 below, such notification provided when requesting passwords for such users. Use of the System is further limited to the number of users designated in the Order Form. Users may be divided into user type describing the level of access granted to such user (such access rights detailed in Schedule A); users may not exceed the access granted to them by the user type they have been a5signed. Ventiv authorizes COUNTY to use, copy and distribute Ventiv Content provided that (1) the use and distribution ofVentiv Content is limited to COUNTY, its representatives, and/or its clients, and (2) all copies ofVentiv Content will retain all copyright or proprietary notices. Any other use or distribution of Ventiv Content, unless authorized in writing by Ventiv, is prohibited.

1.2 **Other Authorized Users.**

(a) *Third-Party Vendors.* Ventiv acknowledges and agrees that COUNTY may use certain third-party vendors for purposes of performing some of COUNTY's internal business processes **("Third- Party Vendors").** COUNTY may allow its Third-Party Vendors (other than Ventiv's direct competitors) to access and use the System subject to the terms and conditions of this Agreement solely for COUNTY's internal business processing services, subject to the following conditions: (i) COUNTY agrees to be fully responsible

for all use of the System by its Third-Party Vendors; (ii) COUNTY will ensure compliance by Third-Party Vendors of the terms and conditions of this Agreement, including without limitation, Section 6 of this Agreement (Confidential Information); (iii) COUNTY will notify Ventiv of any such Third-Party Vendors (such notification provided when requesting passwords for such Third Party Vendors) and will ensure that each such Third-Party Vendor uses its own unique password as detailed in Section 4 below; and (iv) upon termination of its relationship with such Third-Party Vendors or of this Agreement, COUNTY will ensure that all access to the System by such Third-Party Vendors ceases immediately.

1.3 **Limitations.**

(a) *Use Restrictions.* Unless otherwise expressly authorized in this Agreement, COUNTY will not, and will ensure that its end-users will not: (i) modify, adapt, alter, translate, or create derivative works from the System; (ii) merge the System (or any part thereof) with any other software, products or services (other than Ventiv-provided interfaces); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the System (or any part thereof) or any other associated products and services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the System (or any part thereof); (v) use the System (or any part thereof) to provide any facility management, service bureau or similar services to third parties, permit third parties to remotely access and use the System (or any part thereof) or use the System (or any part thereof) to develop a product line that is similar to the Software or System; (vi) publish or share with any third party any results of any benchmark or performance tests run on the System (or any part thereof); (vii) otherwise use or copy the System (or any part thereof) except as expressly allowed under this Agreement or (viii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the System (or any part thereof).

(b) *Unauthorized Actions.* In addition, COUNTY agrees that it will not use the System to take any action that: (i) violates any applicable law or regulation or is legally libelous, defamatory, indecent, obscene or pornographic; (ii) would violate copyright, trademark, trade secret or other property right of any third party; (iii) involves the addition, removal or modification of identifying network header information in an effort to deceive; (iv) uses the System to access, or attempt to access, the accounts of others, or to penetrate, or

attempt to penetrate, security measures of Ventiv's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in access to or the corruption or loss of data; (vi) uses the System to collect, or attempt to collect, personal information about third parties without their valid consent.

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

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

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

1.5 Proprietary Rights. As between the parties, and subject to the terms and conditions of this Agreement and the applicable Statement of Work, Ventiv and its third-party suppliers will retain ownership of all Intellectual Property Rights in the System, and any and all Derivative Works made to the System or any part thereof, as well as all Work Product provided to COUNTY ("Ventiv Proprietary Technology"). COUNTY acquires no rights to Ventiv Proprietary Technology except for the licensed interests granted under this Agreement or any SOW. The term "Work Product" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Ventiv or its employees or contractors during the course of performing work for COUNTY (excluding any COUNTY Data or Derivative Works thereof and excluding any output from the System generated by COUNTY's use of the System, including

without limitation, reports, graphs, charts, modified COUNTY Data, etc., but expressly including any form templates of such reports, graphs or charts by themselves that do not include COUNTY Data). COUNTY also acknowledges that the Ventiv Proprietary Technology contains Confidential Information belonging to Ventiv and its third-party suppliers, and that nothing herein gives COUNTY any right, title or interest in such Ventiv Proprietary Technology except as otherwise expressly set forth in this Agreement or in any SOW. COUNTY acknowledges and agrees that Ventiv may use, without restriction, all suggestions, improvements and ideas concerning any part of the System (including without limitation any Beta Versions as defined in Section 16 below) or Intellectual Property Rights therein that may be communicated to Ventiv by COUNTY. COUNTY agrees to inform Ventiv immediately of any infringement or other improper action with respect to Ventiv's Confidential Information, the System or the Intellectual Property Rights therein that comes to COUNTY's attention.

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

## 2. PASSWORDS.

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

2.2 **Unauthorized Access.** Ventiv is not responsible for any unauthorized access and/or use by any third party who independently gains access to COUNTY's instance of the Software on the System and/or related information, provided that such access is not caused or contributed to by Ventiv.

COUNTY will notify Ventiv promptly of any unauthorized use of any user accounts or of any other breach of security occurring as a result of any activities of any of COUNTY's end-users or of any vulnerabilities that COUNTY believes are contained in or caused by the System such that Ventiv may take or recommend appropriate remedial measures. Ventiv will have no liability for any loss or damage arising from COUNTY's failure to comply with the provisions of this Section 2.

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

**3. Description of Services**

3.1 CONTRACTOR shall provide all software subscriptions and services as outlined and specified, at the prices stated in Exhibit A, Application Subscription, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

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

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

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

**4. Period of Performance**

4.1 This Agreement shall be effective on January 28, 2025 and continues in effect through January 27, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**5. Compensation**

5.1 The COUNTY shall pay the CONTRACTOR for software subscription and services in the annual amount listed in Exhibit A, Application Subscription. CONTRACTOR will invoice for the amount

annually during the term of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

**Email:** HRFinance@rivco.org

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

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HRARC-20880-001-01/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

5.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

## 6. Alteration or Changes to the Agreement

6.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this

Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

## 7. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5 Notwithstanding the foregoing, CONTRACTOR retains ownership of its know-how, ideas, techniques, systems, models, templates, tools, generalized features of the structure, sequence and organization of software, user interfaces, screen designs and the like, and any enhancements made to the foregoing while performing Services (collectively, "Contractor Tools"). In consideration of the COUNTY's payment of fees pursuant to this Agreement, CONTRACTOR hereby grants the COUNTY a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and license to use any Contractor Tool incorporated in and required for the County's use of the work product delivered hereunder.

## 9. COUNTY DATA AND SECURITY.

9.1 **COUNTY Data Generally.** COUNTY is the sole and exclusive owner of all COUNTY Data and all Intellectual Property Rights in the foregoing, whether or not provided to any other party under this Agreement. COUNTY Data will be governed under this section of the Agreement. Ventiv will not use COUNTY Data for any purpose other than that of providing the Software or rendering the Services under this Agreement, nor sell, assign, lease, or dispose of COUNTY Data. COUNTY assumes full responsibility for its employees, vendors, representatives, agents, and its clients **("COUNTY Representatives")** with respect to the transmission of COUNTY Data sent directly by COUNTY to Ventiv. COUNTY must ensure that all COUNTY Representatives provide such COUNTY Data to Ventiv via either an encryption process or a secure transport mechanism. COUNTY assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its Customer Data prior to and during the transmission or transfer of its Customer Data to Ventiv. COUNTY and Ventiv acknowledge that the accuracy of delivering the Software and Services depends upon the accuracy and completeness of the COUNTY Data and/or business requirements needed to deliver the Software and Services by Ventiv. COUNTY accepts sole responsibility for errors in the Software or Services to the extent resulting from inaccurate or incomplete COUNTY Data supplied to Ventiv by COUNTY or COUNTY Representatives.

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

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

9.4 **Information Security Protocols.** Ventiv uses a layered approach to information security. Ventiv will use commercially reasonable efforts to maintain the security, integrity and availability of all COUNTY Data to which it has access, including but not limited to commercially reasonable efforts reflecting changing technological approaches, to comply with the following measures: (a) HIPPA Security Rule; (b) ISO 27001; (c) maintain a documented Information Security Program which includes annual risk assessment and management procedures; (d) maintain the principle of least privilege; (e) classify and handle all COUNTY data as confidential and apply the necessary security and controls to support HIPAAIHITECH Act compliance; (f) maintain commercially customary physical security and access controls for its data center(s); (g) maintain commercially customary network security controls including firewall and intrusion prevention solutions; (h) maintain commercially customary redundancy at the demark, network and system layers; (i) maintain commercially customary monitoring solutions to continually manage health and capacity of the IT infrastructure components; (j) provide data encryption in a commercially customary manner of all data transmissions; (k) require a minimum of 128 bit SSL encryption for application access and use; (1) maintain and update anti-virus program; (m) require individual user accounts and passwords for any access; (n) maintain strong password requirements for all Ventiv-managed accounts; (o) maintain generally acceptable user account management processes and procedures; (p) maintain industry accepted data protection program; (q) maintain whole disk encryption for all laptops; (r) deploy software security patches in accordance with generally accepted industry best practices; (s) maintain and periodically test (at least annually) a commercially customary disaster recovery plan that provides adequate system backup, technology replacement, and alternate (backup-site) site capabilities; (t) follow commercially customary hardening procedures for system/device builds; (u) conduct ongoing vulnerability management through the use of commercially customary tools; (v) conduct periodic (at least annually) third party vulnerability assessments; (w) follow Open Web Application Security Project (OWASP) methodologies, guidelines and techniques for application development; (x) follow commercially customary change and release management practices for hardware and software changes; (y) follow commercially customary asset sanitization procedures to ensure decommissioned equipment is free of any and all COUNTY Data; (z) maintain COUNTY Data security using commercially customary database and application controls; (aa) notify COUNTY of any unauthorized access to COUNTY Data promptly upon confirmed discovery; and (bb) maintain at least one certification or attestation covered

in Section 7.3 above or replacement standard on security practices from a nationally or globally recognized provider of such reports.

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

## 10. Conduct of Contractor

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

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

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

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

11.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right

to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and seek damages for any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

**12. Independent Contractor/Employment Eligibility**

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

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

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

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

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

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

**13. Subcontract for Work or Services**

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

**14. Disputes**

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

CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

**15. Licensing and Permits**

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

**16. Use By Other Political Entities**

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

**17. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**18. Records and Documents**

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

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**19. Confidentiality**

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

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

19.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

19.4 The COUNTY will use reasonable efforts to maintain the confidentiality of any proprietary information received from CONTRACTOR and will not use such proprietary information except to fulfill its obligations under this Agreement and applicable law. CONTRACTOR acknowledges and agrees that any obligation of the COUNTY to maintain the confidentiality of CONTRACTOR's proprietary information is conditioned by and subject to the COUNTY's obligations under applicable public records laws, which may require disclosure of proprietary information as a "public record" unless exempt under applicable law.

**20. Administration/Contract Liaison**

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

**21. Notices**

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

**COUNTY OF RIVERSIDE**

Email: HRFinance@rivco.org
Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501

And

County of Riverside
Purchasing and Fleet Services
Attn: HR PCS
3450 14th Street, Suite 420
Riverside, CA 92501

**CONTRACTOR**

Email: Rebecca.Gill@Riskonnect.com
Ventiv Technology Inc.
Attn: Rebecca Gill
3350 Riverwood Parkway, Suite 2000, 20th Floor
Atlanta, GA 30339

**22. Force Majeure**

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

**23. EDD Reporting Requirements**

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

constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

**24. Hold Harmless/Indemnification**

24.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, asserted by a third party and related to the willful misconduct or negligent acts or omissions, or violation of applicable law of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and attached Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

24.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

24.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

**25. MAXIMUM LIABILITY.** EXCEPT FOR (I) THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT OR IN AN SOW, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER SECTIONS 6 (OTHER THAN DATA BREACHES), 11.1 AND 11.2, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON

CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THREE TIMES THE ACTUAL FEES RECEIVED BY VENTIV UNDER THIS AGREEMENT FOR THE PORTION OF THE SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE PREVIOUS TWELVE MONTH PERIOD.

**26. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

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

**E. Cyber Liability Insurance:**

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

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

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

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived,

in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

7) 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.

**27. General**

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

27.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

27.8 **Transition -** Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

1) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and

2) Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and

3) Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to COUNTY.

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

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

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

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

27.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

27.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic

record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

[Signature Page to Follow]

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

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

By: _____
V. Manuel Perez
Chair, Board of Supervisors

Dated: JUN 2 4 2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel

Dated: 06/11/2025

**VENTIV TECHNOLOGY INC.,** a California corporation

By: _____
Name: Jim Wetekamp
Title: Chief Executive Officer

Dated: 06/11/2025

By: Peter Vlerick
Name: Peter Vlerick
Title: Chief Financial Officer

Date: 06/10/2025



JUN 2 4 2025 3.23

**EXHIBIT A**
**APPLICATION SUBSCRIPTION**

| Application Subscription |
|---|

IRM Core Package

- Core Package (Organization, Exposures, Contacts, Content)
- Safety Management

Digital Intake

- WC (Combine forms 674 & 5020)
- GL (Combine forms 942 & 943)

Analytics

- Reporting Intelligence
- Data Discovery

COI Module

| | Description | Quantity |
|---|---|---|
| IRM Field Users | | 20 |
| IRM Full Users | | 2 |
| IRM Power Users | | 1 |
| IRM Administrator | | 1 |
| Digital Light Entry Users | | Unlimited |
| Digital Task Managers | | 2 |
| Digital Administrator | | 2 |
| 58 Managed Services Hours | | 58 |

| **Data Loads, Data Infrastructure and Data Services** | | | | |
|---|---|---|---|---|
| Hirerachy / Organization | CE (iVOS) | Standard (local SQL) | Monthly | Snapshot |
| Claims | CE (iVOS) | Standard (local SQL) | Daily | Snapshot |
| 100 GB of data storage. Requirements shall be reviewed annually, and additional storage will be charged at then-current rate | | | | |

| | |
|---|---|
| **Total Annual Subscription Fees for Year 1: USD** | **$136,441.28** |

| | |
|---|---|
| **Year 2: USD** | **$143,263.34** |

| | |
|---|---|
| **Year 3: USD** | **$150,426.51** |

## Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

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

RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. §2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. §2.11.

**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, violation of applicable law 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 Email: | R.Compliance@ruhealth.org |
| County HIPAA Privacy Officer Address: | 26520 Cactus Avenue,<br>Moreno Valley, CA 92555 |
| County HIPAA Privacy Officer Phone Number: | (951) 486-6459 |

# County of Riverside IRM SaaS Agreement (Final_10June2025)

Final Audit Report 2025-06-11

| | |
|---|---|
| Created: | 2025-06-10 |
| By: | Arlene Jellison (arjellison@rivco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA-Y8TmQ3AbsLgnqZUpHjiZ_kr_NMKq12O |

## "County of Riverside IRM SaaS Agreement (Final_10June2025) " History

Document created by Arlene Jellison (arjellison@rivco.org)
2025-06-10 - 11:33:17 PM GMT- IP address: 158.61.6.0

Document emailed to peter.vlerick@riskonnect.com for signature
2025-06-10 - 11:35:15 PM GMT

Email viewed by peter.vlerick@riskonnect.com
2025-06-10 - 11:37:13 PM GMT- IP address: 73.74.21.160

Signer peter.vlerick@riskonnect.com entered name at signing as Peter Vlerick
2025-06-10 - 11:38:10 PM GMT- IP address: 73.74.21.160

Document e-signed by Peter Vlerick (peter.vlerick@riskonnect.com)
Signature Date: 2025-06-10 - 11:38:12 PM GMT - Time Source: server- IP address: 73.74.21.160

Document emailed to jim.wetekamp@riskonnect.com for signature
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Signer jim.wetekamp@riskonnect.com entered name at signing as Jim Wetekamp
2025-06-10 - 11:49:21 PM GMT- IP address: 167.98.9.187

Document e-signed by Jim Wetekamp (jim.wetekamp@riskonnect.com)
Signature Date: 2025-06-10 - 11:49:23 PM GMT - Time Source: server- IP address: 167.98.9.187

Document emailed to kawilkins@rivco.org for signature
2025-06-10 - 11:49:25 PM GMT

Email viewed by kawilkins@rivco.org

2025-06-10 - 11:49:39 PM GMT- IP address: 54.243.45.149

Signer kawilkins@rivco.org entered name at signing as Katherine Wilkins

2025-06-11 - 7:59:07 PM GMT- IP address: 158.61.6.3

Document e-signed by Katherine Wilkins (kawilkins@rivco.org)

Signature Date: 2025-06-11 - 7:59:09 PM GMT - Time Source: server- IP address: 158.61.6.3

Agreement completed.

2025-06-11 - 7:59:09 PM GMT

Adobe Acrobat Sign

Date: Thursday, April 17, 2025

From: Tami Douglas-Schatz, Human Resources Director

To: Board of Supervisors

Via: Monique Chaldu

Subject: Sole Source Procurement Request for renewal of Integrated Risk Management Software as a Service.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of $5,000 or more for goods and/or services.

☐ Single Source ☒ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☒ Supplier Quote ☐ Supplier Sole Source Letter ☐ Final draft agreement

☒ Final draft Form 11 ☐ H-11 approved by RCIT/TSOC ☐ Grant Agreement

☒ Other: Supplier Renewal Subscription Order No. 01 (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Ventiv Technology Inc. d.b.a Riskonnect Supplier ID: 0000129959

   a. Describe the goods/service being requested:
   Integrated Risk Management Software (IRM) as a Service License Subscription.

   b. Explain the unique features of the goods/services being requested from this supplier:
      i. Daily claim and County Organization Structure load from Ventiv Claims Management Software (iVos)
      ii. Incident digital intake with seamless integration with Ventiv Solutions
      iii. Loss Control management
      iv. Improved and simplified evaluation, mitigation and monitoring of County Risk with reporting intelligence and data discovery
      v. Streamlined Certificate of insurance process
      vi. Connectivity between Industrial Retirement Applications and Workers' Compensation



Tami Douglas-Schatz, HR Director | Shondi Miller, Assistant HR Director | Ronak Patel, Assistant HR Director | Julia Luna, Assistant HR Director | Erik Collier, Assistant HR Director

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c. What are the operational benefits to your department?
   i. Analysis of claims/incidents as they are happening
   ii. Real time reporting of incidents and critical claims.
   iii. Improved data integrity and organization to allow for actionable information.
   iv. Save staff time managing Certificates of insurance.
   v. Providing individual and aggregated data reports and responsive information to Public Records Act requests

d. Provide details on any cost benefits/discounts.
   i. Digital intake saves us $50 for every incident/claim reported using the digital intake tool.
   ii. Actionable risk information allows leaders to make better business decisions, which could result in savings on claim cost.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☐ Yes ☒ No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

☒ Yes SSJ# 11-363 ☐ No

a. What was the total annual and aggregate amount? $590,425

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

| Description | FY 24/25 | FY 25/26 | FY 26/27 |
|---|---|---|---|
| Annual Software as a Service Subscription | $136,441.28 | $143,263.34 | $150,426.51 |
| **Total** | **$136,441.28** | **$143,263.34** | **$150,426.51** |

5. Period of Performance: 1/28/2025 – 01/27/2028

Ratify Start Date (if applicable): 1/28/2025
Initial Term Start Date: 1/28/2025 End Date: 01/27/2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): Zero

Aggregate Term/End Date: 01/27/2028

6. Projected Board of Supervisor Date (if applicable): 05/20/2025

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier have been fully vetted and approved.**

| Tami Douglas-Schatz | Tami Douglas Schatz | 4/17/2025 |
|---|---|---|
| **Print Name** | **Department Head Signature** (Executive Level Designee) | **Date** |

**PCS Reviewed:**

| Rick Hai | | 4/17/2025 |
|---|---|---|
| **Print Name** | **Signature** | **Date** |

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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

**Purchasing Department Review and Comments:** _____

Not to exceed:

☐ One-time $_____

☐ Annual Amounts reflected in completed chart for Question #4

Total Cost $_____

☒ Aggregate Amount $430,131.13

| Stacy Orton | 4/17/2025 | 25-155 |
|---|---|---|
| **Purchasing Agent Signature** | **Date** | **Tracking Number** (Reference on Purchasing Documents) |