

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



ITEM: 3.22  
(ID # 28869)

MEETING DATE:  
Tuesday, October 21, 2025

FROM : HUMAN RESOURCES

**SUBJECT:** HUMAN RESOURCES: Approve the Occupational Health Electronic Medical Records System Agreement with UL Verification Services, Inc., for the implementation of PureOHS as a web-based enterprise Electronic Medical Record (EMR) application through September 21, 2030 with the option to renew annually for an additional three (3) years, for the total aggregate amount not to exceed \$1,194,998 plus \$150,000 in additional compensation for future unforeseen requirements, All Districts. [Total Aggregate Cost: \$1,194,998 plus \$150,000 in additional compensation; Department's Budget]

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

1. Approve the Occupational Health Electronic Medical Records System Agreement with UL Verification Services, Inc., for the implementation of PureOHS as a web-based enterprise Electronic Medical Record (EMR) application through September 21, 2030 with the option to renew annually for an additional three (3) years, for the total aggregate amount not to exceed \$1,194,998, and authorize Chair of the Board to execute three copies of the same on behalf of the County;
2. Approve and direct the Auditor-Controller to make budget adjustments to appropriations as estimated revenue as referenced in Schedule A;

Continued on Page 2

**ACTION:** 4/5 Vote Required, Policy

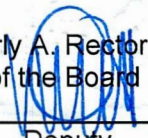
*Tami Douglas-Schatz*  
Tami Douglas-Schatz, Director of Human Resources 9/29/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Perez 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: October 21, 2025  
xc: HR, Auditor

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

3. 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 a) sign amendments that exercise the options that stay within the intent of the Agreement and b) sign amendment to the compensation that do not exceed the total aggregate amount \$150,000 for future unforeseen requirements through the term of the Agreement;
4. Direct the Purchasing Agent to issue purchase orders to UL Verification Services for goods and services that do not exceed the Board approved amount; and
5. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of each to HR for distribution.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$191,963	\$128,875	\$1,194,998	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department Budget			<b>Budget Adjustment: Yes</b>	
			<b>For Fiscal Year: 25/26 – 32/33</b>	

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

**BACKGROUND:**

**Summary**

Since 2005, Human Resources Occupational Health has been using the OHM (Occupational Health Management) system to assist in focusing on the health and safety of county employees. The software system is used to promote worker health and safety through appropriate health evaluations for all county departments. The system's monitoring and tracking functions include pre-placement examinations, medical surveillances (i.e., TB and lead surveillance), blood borne pathogen exposure management, fitness-for-duty evaluations, pre-employment drug screen evaluation by medical review officers, and other health services which include vaccines, blood draw, and respirator fit testing.

The OHM system is also used to support annual RUHS medical center worker requirements, as well as other health care workers, respiratory exams (as needed), and annual physical exam requirements for Environmental Health workers, Hazardous Waste Inspectors, and specialized Sheriff teams.

In 2008, the OHM system by Unique Software Solutions was acquired by UL Solutions. Shortly after the acquisition, UL Solutions ceased any upgrades to the OHM system product and developed the PureOHS system, a replacement and enhanced version of the OHM system. This has left the Human Resources Occupational Health department with a limited functioning system. For many years, most of the required functions are performed manually by the Occupational Health Division, which includes utilization of paper forms and substantial data

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entry, physical document storage, document shredding, and scheduling and tracking of annual health exam requirements and expirations for workers.

The purchase of the PureOHS system for the Human Resources Occupational Health department will eliminate most of the manual work now performed by the department, as well as the use of paper forms and documents. Significant enhancements would include:

1. A HIPAA compliant system.
2. Scheduling.
3. Employee self-scheduling.
4. Online form(s) completion.
5. Automated email notifications.
6. Maintenance of electronic occupational health records on each employee.
7. Electronic management of occupational health programs.
8. Compliance tracking of state and federal regulations.
9. A streamlined workflow process that will ensure accuracy and offer high efficiency for the department.

PureOHS enhances operational efficiency by allowing employees to complete forms electronically, reducing administrative burden and associated costs. The automated email notifications support timely compliance with annual regulatory requirements, helping to mitigate risk and ensure organizational accountability.

**Impact on Residents and Businesses**

There is no negative impact on residents or businesses within the County of Riverside. The replacement of the outdated OHM software system, with PureOHS's more versatile and efficient system for the County's Human Resources Occupational Health Division, will optimize use of funds.

**Additional Fiscal Information**

The table below indicates the total annual fees for the implementation and license subscription for PureOHS.

<b>Description</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29</b>	<b>FY 29/30</b>
<b>Onetime Cost:</b>					
PureOHS Engineering Services - OHM to PureOHS Data Conversion	\$27,500	\$0	\$0	\$0	\$0
PureOHS™ SSO Implementation	\$2,875	\$0	\$0	\$0	\$0
PureOHS™ Implementation and Training - Surveillance and Clinical Suite	\$24,000	\$0	\$0	\$0	\$0
PureOHS™ Professional Services - Custom eForm Development	\$6,250	\$0	\$0	\$0	\$0

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PureOHS™ Implementation and Training - Supervisor and Employee Views	\$5,000	\$0	\$0	\$0	\$0
PureOHS System Access Database Setup	\$3,600	\$0	\$0	\$0	\$0
<b>Ongoing Cost:</b>					
PureOHS™ Single Sign On (SSO) Annual Fee	\$3,713	\$3,898	\$4,094	\$4,299	\$4,514
PureOHS™ Surveillance	\$39,675	\$41,659	\$43,742	\$45,929	\$48,225
PureOHS™ Clinical Suite	\$52,900	\$55,545	\$58,322	\$61,238	\$64,300
PureOHS™ Employee & Supervisor Views	\$26,450	\$27,773	\$29,161	\$30,619	\$32,150
<b>Total</b>	<b>\$191,963</b>	<b>\$128,875</b>	<b>\$135,319</b>	<b>\$142,085</b>	<b>\$149,189</b>
Not to exceed total aggregate for future unforeseen requirement for the term of the Agreement					<b>\$150,000</b>

**Optional annual renewals:**

Description	FY 30/31	FY 31/32	FY 32/33	
<b>Ongoing Cost:</b>				
PureOHS™ Single Sign On (SSO) Annual Fee	\$4,514	\$4,514	\$4,514	
PureOHS™ Surveillance	\$48,225	\$48,225	\$48,225	
PureOHS™ Clinical Suite	\$64,300	\$64,300	\$64,300	
PureOHS™ Employee & Supervisor Views	\$32,150	\$32,150	\$32,150	
<b>Total</b>	<b>\$149,189</b>	<b>\$149,189</b>	<b>\$149,189</b>	
<b>Grand Total</b>				<b>\$1,194,998</b>

**Contract History and Price Reasonableness**

The County of Riverside Purchasing, on behalf of HR, issued a Request for Proposal (RFP) #HRARC-096 on April 23, 2024, soliciting proposals for Occupational Health Electronic Medicals System. The RFP solicitation was publicly posted on publicpurchase.com with 570 registered suppliers being notified based on the commodity selected by the suppliers during their registration process. Forty-two (42) potential suppliers accessed the bid documents. Upon RFP closing on May 22, 2024, the County received four responsive proposals with cost ranging from \$468,000 to \$1,713,195.

After careful evaluation and consideration of all aspects of the proposals, the County Evaluation Committee, consisting of representatives from Riverside County Human Resources, recommended the award to UL Verification Services Inc. as the bidder that will represent the best path forward and provide the best value to the County.

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**ATTACHMENTS:**

- A. Occupational Health Electronic Medical Records System Agreement with UL Verification Services, Inc.
- B. eSignature Certification
- C. Schedule A – Budget Adjustment

*Brett Austin* 10/1/2025 *Melissa Curtis* 10/1/2025  
Brett Austin, Supervising Accountant Melissa Curtis, Deputy Director of Purchasing and Fleet

*Gregg Gu* 10/1/2025  
Gregg Gu, Chief Deputy County Counsel

**OCCUPATIONAL HEALTH ELECTRONIC MEDICAL RECORDS SYSTEM AGREEMENT**

between

**COUNTY OF RIVERSIDE**

and

**UL VERIFICATION SERVICES INC.**



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This Occupational Health Electronic Medical Regards System Agreement (“Agreement”), made and entered, by and between UL Verification Services Inc., a Delaware Corporation authorized to conduct business in the State of California (herein referred to as "CONTRACTOR" or “UL Solutions”), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY" or “Client”) and may collectively referred to as Parties or individually as Party. The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, , at the prices stated in Exhibit B, Payment Provisions (collectively, the “Statement of Work (the “SOW”)), and Attachment I, HIPAA Business Associate Attachment to the Agreement. The “services” means the software as a service (“SaaS”) or managed hosting services, including any related services, that are identified in an SOW, including implementation services, support services and the provision of related documentation, graphics and enhancements that CONTRACTOR provides as part of any applicable support services. The SOW is incorporated into and made a part of the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform the services 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 for SaaS providers.

**1.3** The parties affirm that they are fully apprised of all of the work to be performed by CONTRACTOR under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature by both parties and continues in effect through September 21, 2030, with the option to renew annually for an additional three (3) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to

CONTRACTOR shall not exceed two hundred seventy-five thousand (\$275,000) dollars annually including all expenses and applicable taxes. The COUNTY is not responsible for any fees, costs, or taxes incurred above or beyond the fees set forth in Exhibit B and shall have no obligation to purchase any specified amount of services or products beyond what is set out in the SOW. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the Agreement, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

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

**Email:** [HRFinance@rivco.org](mailto:HRFinance@rivco.org)

**or Mail:** Riverside County Human Resources  
Attn: HR Finance  
4080 Lemon Street 7<sup>th</sup> 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-20800-001-06/30); and as applicable, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement; provided that any alterations to or amendments of, this Agreement must also be approved in writing by the parties.

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

**5. Termination**

**5.1.** No earlier than the end of the fifth year of the Agreement, COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. For purposes of this Agreement, "cause" shall include, without limitation, the occurrence of any event or circumstance described in Section 3.4 of this Agreement, as such Section 3.4 may be amended, supplemented, or renumbered from time to time, or any successor provision addressing the same subject matter. Upon the occurrence of such cause, COUNTY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, without prejudice to any other rights or remedies available at law, in equity, or under this Agreement.

**5.2** Either party may, upon thirty (30) days written notice terminate this Agreement for uncured breach of such party's default under the Agreement,

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

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

**5.4** After termination, COUNTY shall make payment only for services performed by CONTRACTOR up to the date of termination in accordance with this Agreement.

**5.5 Reserved.**

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

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

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

**6. Ownership/Use of Services and COUNTY Content**

(a) **CONTRACTOR Ownership Rights** The services and all IP Rights therein are and shall remain the sole and exclusive property of CONTRACTOR and its licensors, as applicable. Except for the usage rights set out in this Agreement, COUNTY will have no rights, title, or interest in or to the services. "IP Rights" means copyrights and related rights of use, database rights, trademarks, service marks, certification marks, designs, patents, know how, trade and business secrets, or other proprietary rights arising or enforceable under applicable law.

(b) **COUNTY Ownership Rights.** As between COUNTY and CONTRACTOR, the data, text, images, audio and videos that COUNTY and its Authorized Users (as defined below) submit or enter into the services (collectively, "**COUNTY Content**") are and will remain the sole and exclusive property of COUNTY. COUNTY grants to CONTRACTOR and its Affiliates the non-exclusive right to use, reproduce, distribute, display, process and transmit COUNTY Content to provide the services pursuant to and in accordance with this Agreement. COUNTY is solely responsible for the accuracy of COUNTY Content and for obtaining all rights related to COUNTY Content required by CONTRACTOR to perform the services. Except for the limited rights set forth in this Agreement, CONTRACTOR has no rights, title, or interest in or to COUNTY Content.

(c) **COUNTY Responsibilities and Use Restrictions.** COUNTY will: (i) keep its own systems, computer hardware, and software compatible with any services specifications provided by CONTRACTOR; and (ii) promptly notify CONTRACTOR of any unauthorized access to or use of COUNTY'S account (COUNTY acknowledges it is responsible for keeping its passwords and account information strictly confidential and for all acts that occur if it fails to do so).

COUNTY will limit access to the services to its employees, contractors that assist COUNTY with its daily business activities and other user types identified in the SOW ("Authorized Users"). COUNTY is fully

responsible for its Authorized Users. CONTRACTOR will not directly or indirectly: (i) copy (except for disaster recovery purposes), adapt, modify or create derivative works from the services, (ii) remove or obscure any copyright, trademark, confidentiality or other proprietary markings on the services, (iii) damage or interfere with the services (such as via a virus, worm or denial-of-service attack), (iv) perform penetration or similar testing or circumvent any protection mechanism of the services, (v) reverse engineer or derive source code from the services, (vi) create any public links to, or frame or mirror, the services or (vii) use the services other than as permitted in the applicable SOW.

(d) Except as expressly authorized in writing, neither party may use the name or trademarks of the other party.

## **7. Conduct of Contractor**

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

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

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

## **8. Quality Control/Assurance; Warranties**

**8.1** CONTRACTOR warrants that services will be provided with reasonable care and in accordance with any specifications in the applicable SOW, If any services performed by CONTRACTOR are not in conformance with the terms of this Agreement or the applicable SOW specifications, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformance with the terms of the Agreement at no additional cost to the COUNTY. If CONTRACTOR determines that this is not commercially feasible, COUNTY may terminate the affected portion of the SOW and receive a prorated refund of any fees that it prepaid for the affected services.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; CONTRACTOR will make available to the COUNTY its books and records in order to verify compliance with the obligations set forth in this Agreement. Such audits will be conducted by COUNTY or a mutually agreed third party auditor selected by COUNTY and occur no more than once annually. COUNTY will reimburse CONTRACTOR for any time expended for any audit at CONTRACTOR'S current professional services rates, which CONTRACTOR will make available to COUNTY upon request. Before the commencement of any such audit, COUNTY and CONTRACTOR will mutually agree upon the timing, scope, and duration of the audit in addition to the reimbursement rate for which COUNTY will be responsible. All reimbursement rates will be reasonable, taking into account the resources expended by CONTRACTOR.

**8.3** EXCEPT AS EXPLICITLY STATED IN THIS SECTION 1.2, CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE SUFFICIENT TO MEET ANY LEGAL, ADMINISTRATIVE, REGULATORY, GOVERNMENTAL OR OTHER REQUIREMENTS.

**8.4** COUNTY warrants that (i) it will comply with applicable laws and regulations in its use of the services, (ii) it will not provide any information to CONTRACTOR in violation of third-party intellectual property rights and (iii) if COUNTY provides any personal data to CONTRACTOR, it will first ensure that it has satisfied any applicable notice and consent requirements.

**9. Independent Contractor/Employment Eligibility**

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

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

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

**9.4** CONTRACTOR shall not knowingly hire or engage any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals shall be required to disclose to CONTRACTOR immediately if it becomes aware of any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR to delegate the services provided under the applicable SOW without the prior written approval of the COUNTY; but this provision shall not require the

approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. If the parties are not successful in resolving the dispute, each party may pursue available legal remedies. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all applicable State or other licensing requirements. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Purchases by Other Entities** It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

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

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR in accordance with applicable law.

**16. Confidentiality**

**16.1** A party 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; a party’s information or data which is not subject to public disclosure; its operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Each party shall protect such confidential information from unauthorized disclosure.

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

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequently thereto. CONTRACTOR will comply with the terms set out in Attachment 1 of this Agreement.

**16.4** The COUNTY will 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.

**16.5 DATA PRIVACY.** The CONTRACTOR shall not access or use COUNTY Content except as necessary to maintain or provide the services or to comply with law.

**16.6 NO OFFSHORE SUBCONTRACTING OF PHI.** The Parties agree that COUNTY’S protected health information (PHI) will be stored, hosted, and accessed only within the United States of America (USA). The Parties shall not transmit COUNTY’S PHI out of the USA. Additionally, each Party will

ensure its respective employees, agents and/or subcontractors outside of the USA will not receive, process, transfer, handle, store or have access to COUNTY's PHI in oral, written or electronic form.

**16.7 CONFIDENTIAL SOCIAL SERVICE INFORMATION.** The Parties agree to take reasonable measures to protect the security of all COUNTY content and not to use or disclose any COUNTY content in a manner that would compromise the COUNTY's obligation under Section 10850 of California Welfare and Institutions Code to keep public social services records confidential.

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Email: [HRFinance@rivco.org](mailto:HRFinance@rivco.org)  
Riverside County Human Resources  
Attn: HR Finance  
4080 Lemon Street 7<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Email: [Terence.Hughes@ul.com](mailto:Terence.Hughes@ul.com)  
UL Verification Services, Inc.  
Attn: Terry Hughes  
333 Pfingsten Road  
Northbrook, IL 60062  
Copy to: [legal.notices@ul.com](mailto:legal.notices@ul.com)

**19. Force Majeure**

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

**20. Reserved.**

**21. Hold Harmless/Indemnification/Limitation of Liability**

**21.1** CONTRACTOR shall defend, 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 ("Claim") (i) which alleges that the services infringe third party IP Rights, or (ii)

which arises from a breach by CONTRACTOR, its officers, employees, subcontractors, agents or representatives of the Business Associate Agreement in Attachment I. The foregoing indemnity will not apply to Claims based on (i) COUNTY'S modification of the services without CONTRACTOR'S' written permission, (ii) use of the services in a manner not permitted by this Agreement or the applicable SOW or (iii) COUNTY'S information or technology, whether used alone or in connection with the services.

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 by CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the HIPAA Business Associate Agreement Addendum ("**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 in this Section 21 by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice but will notify COUNTY of such counsel, 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. 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.

**21.2** COUNTY will defend, indemnify and hold harmless CONTRACTOR and its Indemnitees against Claims (and associated Expenses) (i) alleging that the COUNTY Content provided by the COUNTY or its Authorized Users infringes third-party IP Rights or (ii) otherwise arising from COUNTY'S use of the services in connection with COUNTY'S own programs or initiatives, except to the extent that a Claim arises from CONTRACTOR'S negligence or willful misconduct.

**21.3** With respect to any Claim subject to indemnification herein, the indemnity obligation is subject to the indemnified party notifying the indemnifying party within thirty (30) days of becoming aware of the Claim, granting the indemnifying party the sole authority to defend or settle the Claim and providing the indemnifying party with information reasonably relevant to the Claim. The indemnifying party, 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 the indemnified party; provided, however, that any such adjustment, settlement or compromise that imposes liability on the indemnified party will require indemnified party's written consent.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims set forth in this Section 21.

**21.5** EXCEPT FOR CONTRACTOR'S DIRECT LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL TO EXCLUDE OR TO ATTEMPT TO LIMIT LIABILITY, THE AGGREGATE LIABILITY OF CONTRACTOR TO THE COUNTY FOR ANY AND ALL CLAIMS IN THE AGGREGATE RELATED TO THE SERVICES OR THIS AGREEMENT (REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) WILL NOT EXCEED THREE (3) TIMES THE FEES PAID TO CONTRACTOR UNDER THE APPLICABLE SOW GIVING RISE TO THE INITIAL CLAIM IN THE TWELVE (12) MONTHS PRECEDING SUCH INITIAL CLAIM.

**21.7** IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF USE, LOSS OF DATA, OR LOSS OF GOODWILL), OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF SERVICES PROVIDED BY CONTRACTOR HEREUNDER (REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**22. Insurance**

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

**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 of \$1,000,000 per person per accident.

**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 limits shall be \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

**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 of \$1,000,000 per occurrence combined single limit.

**D. Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

**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 of \$5,000,000 per occurrence or claim, \$5,000,000 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.

**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.) The provisions of this Section 22 shall survive the termination or expiration of the Agreement and each SOW for five (5) years and for claims made policies, shall include sufficient tail coverage for five (5) years.

3) Upon request, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate of Insurance. CONTRACTOR will provide thirty (30) days advance written notice of any material modification which alters the coverages and limits set out in this Section 22, cancellation, expiration, or reduction in coverage of the coverages set forth herein. In the event of such material modification, cancellation expiration or reduction in coverage from what is set out herein, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance 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 with an original Certificate of Insurance. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** A party may not assign or transfer any rights or obligations under this Agreement (by operation of law or otherwise) to any other person without the other party's written consent; except that, a party may, by providing written notice to the other party, assign all of its rights and obligations under this Agreement to: (i) an Affiliate, (ii) a purchaser of all or substantially all of its stock or assets, or (iii) a third party participating in a merger or other corporate reorganization in which the assigning party is a constituent corporation. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. "Affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with, another entity where "control" means the power to direct or cause the direction of an entity's affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise (and "controls" and "controlled" will be construed accordingly)

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

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the payment amounts set out in the applicable SOW, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request.

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

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

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or products or services from other sources, when deemed by the COUNTY to be in its best interest.

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

**23.8 Transition** - Upon expiration or termination of this Agreement for any reason, during the transition close-out period CONTRACTOR agrees to (1) promptly delete or return, upon request, all

COUNTY content without further payment; provided that CONTRACTOR will be permitted to maintain copies in an archived computer system backup that was made in accordance with its corporate business continuity or disaster recovery procedures, (2) make COUNTY Content available to COUNTY upon request, in a format agreed by CONTRACTOR, at CONTRACTOR'S current professional services rates if the County content is requested in a different format. CONTRACTOR'S Pure OHS reporting will enable the County to report and export all County Data entered into Pure OHS at any time and (3) cooperate with COUNTY during a transition close-out period.

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

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

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

**23.12** 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 Courts of the State of California in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.13** 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.

**23.14** 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.

[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*  
Name: V. Manuel Perez  
Chair of the Board of Supervisors

**UL VERIFICATION SERVICES INC.**  
a Delaware corporation authorized to conduct business in the State of California

By: *Colleen LoConte*  
Name: Colleen Loconte  
Title: Director Regulatory Lifecycle, ComplianceWire

Dated: OCT 21 2025

Dated: 09/10/2025

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: *[Signature]*  
Deputy

APPROVED AS TO FORM:  
County Counsel  
Minh C. Tran

*Katherine Wilkins*  
By: \_\_\_\_\_  
Katherine Wilkins  
Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**

CONTRACTOR shall provide a complete PureOHS solution to COUNTY.

**1. PROJECT SUMMARY**

PureOHS is a web-based enterprise Electronic Medical Record (EMR) application used to support an organization's employee health initiative in critical areas such as regulatory compliance and surveillance programs.

The UL Professional Services team will work with the Client's team to implement PureOHS, according to the Client's workflow, as supported by the existing PureOHS application, to manage their employee health program.

**2. DELIVERABLES**

This section defines items that are within scope for this SOW. Any items not specifically identified as in-scope are assumed to be out of scope.

**2.1 In-Scope Summary (details in section 2.2)**

- 2.1.1 System Access Database Setup for PureOHS
- 2.1.2 Implementation & Training Services for Surveillance, Clinical Suite, Appointment Scheduler, and Supervisor & Employee Views
- 2.1.3 People & Organizational Groups Import
- 2.1.4 Custom eForm Development (25 Hours)
- 2.1.5 Single Sign-On (SSO) Implementation
- 2.1.6 One-Time Historical Data Conversion from OHM to PureOHS

**2.2 In-Scope Details**

**2.2.1 System Access Database Setup**

- 2.2.1.1 Setup of a single environment in UL's hosted datacenter
  - 2.2.1.1.1 Production environment
  - 2.2.1.1.2 Temporary test and training environments will be available for the duration of implementation only

**2.2.2 Implementation & Training Services – Surveillance, Clinical Suite, Appointment Scheduler, and Supervisor & Employee Views**

Includes Employee Demographics, Companies, Dashboards, Programs, and required dependent data such as encounters and fulfillments

Implementation Management

- Project management and delivery as described in the Project Approach section
- PureOHS Configuration Services
  - Evaluation of current business processes to include:
    - Identify and understand current workflows and organizational health practices, policies, and procedures
  - User Configuration

- Setup of manually created users
- Setup of permissions
- Surveillance Programs
  - Program requirements
  - Program notifications
  - Program enrollment/inclusions
  - Surveillance compliance tracking
- Encounters
  - Lookup sets (tables) and order templates
  - Available order templates, which include: Immunizations, Exam/Tests, Document Upload, Declinations, Disease History, DOT Physicals, Hearing, Injuries, Labs, Respirator Fit Testing & Clearance, Titers, and Tuberculosis
  - Encounter for Psychiatric Evaluation, including fields for testing, type of test(s) issued, doctors license number, and e-signatures. Configuration options will be based on existing functionality.
  - Encounter order sets
  - Document settings
  - Exam result options
  - Medical staff and clinics
  - Electronic questionnaires/eForms
  - Advanced charting and iForms
- Appointments
  - Review appointments
  - Appointment slots and time blocks
  - Reminder notification emails
  - Dashboard scheduling tool
- Events
  - Enter vaccine inventory
  - Enter tuberculosis inventory
  - Build events
- Dashboards & Reports
  - Surveillance
  - Respirator
  - Injury/illness
  - Disease tracking
  - eForm tracking
  - Appointment scheduler
  - Organization saved report templates
  - User saved report templates
- Device Connectivity Assistance
  - Assistance setting up PureOHS interface
  - Devices must be supported by PureOHS at time of implementation, as shown in Attachment B
- Employee & Supervisor Views

- Creation of custom permissions for employees and supervisors
  - Set up users for views
  - Set up of self-scheduling
  - Identify and configure Dashboard widgets
  - Testing of dashboard widgets and views
- Configuration Acceptance Testing
  - Guide client through configuration testing for Encounters and Surveillance
- Training
  - Online training for up to 4 groups of users (up to 5 users per group)
    - The live remote training sessions can be recorded if the Client provides means of recording
    - Onsite training is available at an additional charge
  - Up to 20 hours to be used for creating tailored, client-specific job aids and workflow documentation
    - Client request to use these 20 hours for other services may result in additional fees
- Go-Live Support & Follow-Up
  - Implementation support & follow-up for a single go-live period of 6 weeks beginning at completion of training for the first user group
    - Does not include support for multiple Go-Live phases, which would require a separate Statement of Work
    - Includes weekly call with UL configuration specialist to address Client questions
  - After conclusion of the follow-up period, any system changes, including changes to surveillances, encounters, dashboards or reports will require a separate Statement of Work.
  - Formal transition to Customer Support at the end of 6-week follow-up period

### 2.2.3 People and Organizational Groups Import

- Import file must comply with specifications as described in Attachment A
- A single, one-time, or recurring People and Organizational Groups Import from Client's HR database, as supported by existing PureOHS application through SFTP
- Import will be run for the test, pre-production, and production environments during the implementation
- UL Responsibilities
  - Provide PureOHS standard file specifications
  - Provide encryption instructions and PGP key
  - Provide Secure File Transfer Protocol (SFTP) account
  - Assist Client with testing of import file(s) until import is successful
  - Assist in troubleshooting import issues (may require remote access to client environment)
- Client Responsibilities
  - Provide data from HR database according to provided import file specifications in Attachment A
  - Encrypt patient data containing PHI to UL requirements
  - Work with UL resources to resolve import errors until successful (several test imports may be needed with adjustments made to data formatting, etc.)

- Manage import after first successful import run

#### **2.2.4 Custom eForm Development (25 Hours)**

- Custom eForm Development
  - Up to 25 hours custom form development time for use with PureOHS
  - Each request has at least a one hour minimum
  - Original file in Microsoft Word or Adobe pdf must be supplied by the Client
  - Additional form development time can be quoted on an as needed basis at current rates
  - Forms available for go live based on a standard 12–14-week implementation and dependent on Client’s ability to provide original file documents
  - Development must be completed prior to Go Live
  - Services not utilized within their associated annual period do not carry over into subsequent annual periods and expire. No credit or refund shall apply to expired Services.

#### **2.2.5 Single Sign-On (SSO) Implementation**

- Implementation Management of Single Sign-On for production environment
- Setup in SAML 2.0 format
- Requires setup of User Import for SSO as detailed in Attachment C
- Client must provide the following information prior to start of implementation:
  - Federation Metadata URL or file
  - Unique Username Field should match PureOHS username
  - Initiation Type SP
- Does not include SSO implementation for any PreProd, training or test environments

#### **2.2.6 Custom Engineering Services: One-Time Historical Data Conversion from OHM to PureOHS with UL Data Handling Conventions**

Engagement to migrate data from Client’s existing OHM database into a PureOHS database.

#### **2.2.7 Client-Hosted OHM**

Tenant #: TBD

UL will migrate data into PureOHS with minimal OHM data modification. Historical OHM data will be imported as-is except for data added to meet required fields for import as defined by the PureOHS Import Canonicals.

#### **2.2.8 Key Deliverables:**

- Client will provide the entire OHM/Windows database plus directory or OHM/Web database plus documents folder through the UL SFTP.
- UL will only add employee level data and medical records that can be converted to a PureOHS format. Some data may be available as view-only.
  - OHM data that cannot be migrated into PureOHS
    - Absentee
    - Archived
    - Safety Module
    - Billing

- Death Certificates
- EAP
- Ergonomics
- Training
- MEDUSER and MEDCLEAR Tables - Hard-coded encounter forms.
- MSDS
- IH – Industrial Hygiene
- Wellness
- Memos are limited to 3,000 characters that can be migrated.
- Custom fields are excluded and will not be migrated.
- Database migration script execution in Test and Production environments for the new PureOHS instance.

**2.2.9 UL Responsibilities:**

- Upgrade of Clients OHM application to a version that supports conversion of data to PureOHS.
  - Self-Hosted Client’s must be using a SQL database.
- Load Client's employees into an instance of PureOHS in preparation for data transfer.
  - Single HR Import.
- Data extract from OHM, conversion and import into PureOHS database.
- Database migration script execution in Test environment (2 test script executions) and 1 Delta Production environment script execution for the new PureOHS instance.

**2.2.10 Client Responsibilities:**

- **Client must be on the most recent version of OHM.**
- If OHM data is modified after data validation process has begun that results in an additional data conversion, a new SOW for this additional work will be needed.
  - Client will not delete, merge, archive or unarchive any employees, patients, volunteers, contractors or any person record for the duration of this SOW after the contract execution date.
  - Only new employees, patients, volunteers, contractors or any person record can be added manually or through the HR import once the contract is executed.
- Archived data and assistance retrieving archived data is not included.
- Validating that all appropriate data has been added to the new PureOHS test instance.
- Client must sign off on final test dataset for the pre-prod PureOHS instance before PureOHS configuration begins.
  - After Client sign off on test dataset is received, any demographic discrepancies found between OHM and PureOHS are the responsibility of the Client to correct.
  - **Last Use Date for OHM data cutover: \_\_\_\_\_ (Required for delta production migration to begin)**
- Client (if self-hosted) will send a final copy of the OHM database for the production conversion, after which no further data entered into OHM will come over to PureOHS.
- Client to sign off on final Production dataset.
  - Within thirty (30) days of the **production** dataset migration, Client must report all exceptions to UL in writing; otherwise, after thirty (30) days from the **production** dataset migration completion, data will be deemed acceptable by the Client.
  - After production dataset migration is complete and after thirty days (30) days has passed, no additional historical data will be imported into or changed in PureOHS under this SOW.

**UL Data handling conventions:**

1. Duplicate Demographics – use the default of [code] – [description] for the updated description to make it a unique entry. Duplicate descriptions are not allowed. The only demographics lookups we pull into PureOHS are those associated with Cases.
2. Duplicate IDs – We are keeping the ID for the newest employee. The duplicate IDs with older rec\_nums will have a -[row\_number of duplicate ordered by fldrec\_num] added to the end of the id (ie 1234-3). PureOHS does not allow Duplicate ID numbers. This will help identify duplicate for merges. Any employee merges will be handled by the client after the migration work is completed in the production tenant.
3. Missing IDs – Use a sequential number based on the order the person was added with M as the leading character for the id. For example, M00000001 for the first person with a missing id and so on.
4. \*SSNs over 9 characters - in the case that additional characters are dashes, we will remove the dashes and allow the Duplicate SSN process to handle the record.
5. \*SSNs under 9 characters - in the case that an SSN is populated but with less than 9 characters, the SSN will be blanked and the Missing SSN process will be implemented.
6. Duplicate SSNs – We are keeping the SSN for the newest employee. The duplicates with older rec\_nums will be set to NULL so the missing SSN script can populate a unique SSN.
7. Missing SSNs – Use a sequential number based on the order the person was added with a leading 999. For example, 999000001 for the first person with a missing SSN and so on.
8. Hearing Bad Records – we will set the value to NR in the case of a blank, numeric value not divisible by 5 or where the value is not NR or CNT
9. Medical Staff - Any missing first name and last name – we will use the standard that we show in the broken links. UL will only pull the examiners that are attached to the data, not all examiners in the table.
10. Missing Case Number – we will default the case number as CASE – [sequential number based on order case entered]. Case number is a required field and must be unique.
11. Duplicate Case Number – we will default add a -# to the number based on the number of duplicates ordered by when the case was entered. Case number is a required field and must be unique.
12. Broken links – these occur when there is a data in a data table column that references a lookup table and there is no corresponding value in the lookup table. For these issues we will use the data entry as the code and OHM Hx Code - [data entry] for the description. The reason for this is the migration tool makes lookup tables on the fly with the imports. To do this, it needs both the code and description.
13. Tuberculosis Injection Sites – we will default Left Arm or Right Arm based on the first letter of the entry. This is a lookup value in PureOHS.
14. \*Missing TB skin test given date - We will use the read date as the given date, in the case that both are blank we will substitute 02/29/1920 as the given and read date. Given date is a required field for the import.
15. Missing TB skin test read date - We will populate the given date into the read date so the record can be populated. Read date is a required field for the import.
16. Missing Birthdates – we will default the birthdate to 02/29/1920. This is required for program setup.
17. Missing Case Status – we will default as case as open if injury date is within one calendar year. If not, we will default as closed and add a closed date for the date of the conversion. This is needed for reporting.

18. Missing Employee Status – We will insert a code of OHMMIS (description OHM Missing Code) and set the inactive flag. This is needed for program inclusion.
19. Missing Hire Date – we will default the birthdate for the hire date. If the birth date is blank, we will default 02/29/1920. This is needed for program inclusion.
20. Missing Interpretation – these would come over as blank interpretation the result field in OHM will show in the free text entry for titer entries
21. Missing Termination Date – we will default the date of the conversion as the termination date. This is needed for program removal.
22. SOW does not include scripting to merge employee records as part of the data migration.

These changes will be completed so that OHM data entry is preserved, where possible.

- Only canonical data (required data formats for available PureOHS imports) that can be imported at time of test will be loaded into PureOHS during the production phase.
- Downtime will be necessary during the final go-live production conversion. This may be 3 to 5 or more days.
  - As the OHM database is on the Client's servers, UL will work with the Client's project team and IT teams to agree on the exact cutoff and downtime schedule.
  - UL must receive the final OHM data on a Tuesday or Thursday. Downtime in both OHM and PureOHS will occur simultaneously when the Client makes the final OHM data extract, and will continue until the data is fully imported into PureOHS during the following maintenance period, either a Tuesday or Thursday evening.
  - Downtime will be scheduled and coincide with the UL Live Services Management Tuesday evening and Thursday evening database maintenance schedules.
  - When downtime begins the Client should no longer use OHM for data entry.
    - **Any data entered in OHM after the downtime/cutoff date will not be converted to PureOHS.**
- This scope does not include fixing or modifying any OHM historical data in a manner not specified above under UL Data handling conventions.
  - Any requests outside of those defined above will need a new SOW.

#### **Caveats & Exclusions:**

- Client gives permission for UL to have full access to a copy of, or the actual production, database for data conversion/migration/import or export purposes for the execution of this Statement of Work (SOW).
  - The data that is stored in a local storage repository will be purged within six (6) months after the SOW is completed.
  - No further data changes or access will be possible after the data is purged from our system.
- This scope does not include conversion or import of data from any third-party applications.
- **This scope does not include OHM Absentee, Archived, Safety Module, Billing, Death Certificates, EAP, Ergonomics, Training, MEDUSER and MEDCLEAR Tables - hard-coded forms, MSDS, IH – Industrial Hygiene or Wellness data.**
- This scope does not include OHM custom reports, all encounter hard-coded forms, scheduled background jobs, custom fields, imports or extracts.
- This scope does not include OHM State Registry or OHM HR Imports.

## 2.3 Out of Scope

- Custom reports, custom questionnaires, DIET jobs, custom imports/exports
- Implementation services for any modules not stated as in-scope in section 2.2
- Any items not specifically identified as in-scope are assumed to be out of scope

## 3. PROJECT APPROACH

### 3.1 Required Project Resources

#### 3.1.1 Resource Notes

- Resources described below are typical for projects of this scope
- An individual contributor may fill the role and responsibility of more than one resource
- Client will determine, and make available, the appropriate resources to complete the project based on their specific company policies and procedures
- Both Client and UL resources should be available throughout the project to address project-related questions within a reasonable timeframe

#### 3.1.2 UL Resources

- Project Manager:
  - Management of project & UL resources
- Configuration Specialist:
  - Requirement gathering & system configuration
- Training Specialist:
  - Application training for client system administrators
- Implementation Analyst:
  - People and Organizational Groups Import & data conversion

#### 3.1.3 Client Resources

- Client Project Manager
  - Delivery of required Client inputs to PureOHS by the date(s) agreed to in the project plan and formatted as required in UL templates
  - Client resource attendance for configuration, testing and training sessions
  - Timely sign-off on the system
- Client SME(s)
  - Active and regular participation in the implementation process, minimum 5 hours per week
  - Obtain an expert understanding of the application to assist with peer troubleshooting and training
  - Maintain configuration post go-live with the system administrator
- Client System Administrator
  - Active and regular participation in the implementation process, minimum 5 hours per week
  - Make decisions on PureOHS workflow during implementation
  - User creation and maintenance

- Make decisions on PureOHS workflow changes as needed/requested by users
- Review all UL production releases and work with SME(s) to update configuration and train staff on new enhancements and features
- Work with UL support on any user needs or concerns following go-live
- Work with internal Client resources on technical issues such as HR import errors or updates, and SSO
- Client HR/IT Resource
  - Responsible for network related and hardware needs, such as:
    - Wi-Fi connectivity issues
    - Internal email and web browser security specifications
    - Printer/scanner set-up and connectivity
    - New PC or tablet set-up & maintenance
    - Health equipment device connectivity (respirator fit, audiograms, vision, etc.)
    - Work with internal System Administrator on technical issues such as HR import errors or updates, and SSO

### 3.2 Project Governance

- Governance is set in place at project kickoff and will stay intact throughout the project lifecycle
- UL requires the Client to provide a designated Project Manager or single point of contact to manage Client resources
- The UL Project Manager is responsible for managing the project, and will collaborate with the Client's Project Manager
- The UL Project Manager will create and maintain a project schedule with mutually agreed milestones, considering dependencies between project deliverables, including other related SOW's, resource availability, holidays, major system upgrade (release) blackouts, etc.
- The UL Project Manager will arrange necessary project calls and ensure alignment of stakeholders within UL
- Roles and responsibilities will be discussed during project kickoff and are found in the Project Workbook
- Client is responsible for ensuring completion of deliverables and decision making in line with agreed schedule, as well as alignment of Client stakeholders
- Issues that cannot be resolved by the core project team will be escalated by the UL Project Manager to UL Professional Services management

### 3.3 General Assumptions

The scope for this project, including timing, resources, and fees, was developed based upon the following assumptions. Should any of these assumptions change, then the project design, resource requirements, schedule and/or fees may change.

- A typical project to convert a customer from OHM to PureOHS, including data conversion and implementation will take 4-6 months, however this timeline can vary depending on customer availability and responsiveness.
- Any additions by Client to the project scope, delays by Client in completing its responsibilities hereunder or set forth in the project schedule, or suspensions of the project by Client, may result in an

extended schedule and/or additional fees and will trigger the Change Order Process. In some cases, it is possible that a small project delay will have a significant impact on the project schedule.

- Should problems or events occur which may delay the target deadline, UL will promptly advise the Client of the situation and project impact. If UL substantially contributed to such problems or events, UL will take all commercially reasonable actions to minimize the delay.
- This project shall conform to the UL platform deployment process and schedule.
- UL is only responsible for design, development, and maintenance efforts within the PureOHS application and infrastructure. Client is responsible for any design, development and maintenance efforts associated with Client systems and infrastructure.
- Validation and User Acceptance Testing are the responsibility of the Client. UL will not perform the Client's User Acceptance Testing.
- UL will provide a Secure File Transfer Protocol (SFTP) secure file sharing site for the transferring of Client data files during this project.
- Client will provide written approval of project acceptance and completion within five (5) business days following release to production.
- The PureOHS application, project configuration, deliverables and materials from UL will be provided in the English language only.
- UL templates may be used for information required to be provided by the client.
- All work will be conducted in the UL environment during UL's normal business hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday.

#### **4. CHANGE REQUESTS**

To ensure the project progresses with minimal delays and added expense, change requests should be resolved quickly. The Parties agree to follow the Change Request Process as defined in this section.

##### **4.1 A Change Request shall be defined as:**

- Activities which Client or UL requests to add to, or remove from this project, but shall not include clarifications to existing activities
- Any action or omission which leads to a need to revise a planned schedule, resource(s), scope, or deliverable(s)
- Any Client or UL responsibility which is not met and impacts project progress, and/or
- Any revision requested to an already approved configuration, program, surveillance, or other completed work product

##### **4.2 Change Initiation**

Change Request as defined above must be documented and may be initiated by either the Client or UL by using the Change Request form. Change Requests shall be submitted by the requesting party to the primary point of contact for the other party for review, validation, and approval.

##### **4.3 Change Validation**

Change Requests will be classified as either 'Within Scope' or 'Out of Scope' as defined below.

###### **Within Scope**

- If the Client and UL mutually determine that the proposed Change Request is within the scope of this SOW, no further action is required within the Change Request Process.

**Out of Scope**

- If the Change Request is not within the scope of this SOW, the financial and schedule impact must be determined.

**4.4 Change Resolution**

Change Requests must be documented and approved by both the Client and UL before work will be initiated.

**Within Scope**

- Appropriate direction will be provided to project staff by both the Client and UL.

**Out of Scope with No Additional Fee**

- UL will prepare a formal Change Order document to define all additions and deletions from the current SOW and submit to the Client for review. Authorized parties from both UL and the Client must sign the Change Order document to initiate work on the change request.

**Out of Scope with Additional Fee**

- UL will prepare a separate Statement of Work with associated fees and invoice schedule and submit to the Client for review. Authorized parties from both UL and the Client must sign the Change Order document to initiate work on the new SOW.

**Change Request Dispute**

- If there is disagreement between the Client and UL project teams regarding a change request, it will be brought to their respective management for resolution.

**EXHIBIT B**  
**Payment Provisions**

Cost Summary including all associated cost for the complete implementation of PureOHS.

<b>Professional Services &amp; Software Payment Schedule</b>		
<b>Product or Service</b>	<b>Invoice Date</b>	<b>Amount Due</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2025	\$3,713.00
PureOHS™ Surveillance	September 2025	\$39,675.00
PureOHS™ Clinical Suite	September 2025	\$52,900.00
PureOHS™ Employee & Supervisor Views	September 2025	\$26,450.00
PureOHS Engineering Services - OHM to PureOHS Data Conversion	September 2025	\$6,875.00
PureOHS™ SSO Implementation	September 2025	\$718.75
PureOHS™ Implementation and Training - Surveillance and Clinical Suite	September 2025	\$6,000.00
PureOHS™ Professional Services - Custom eForm Development	September 2025	\$1,562.50
PureOHS™ Implementation and Training - Supervisor and Employee Views	September 2025	\$1,250.00
PureOHS System Access Database Setup	September 2025	\$900.00
<b>Total Fees Invoice #1</b>		<b>\$140,044.25</b>
PureOHS Engineering Services - OHM to PureOHS Data Conversion	December 2025	\$6,875.00
PureOHS™ SSO Implementation	December 2025	\$718.75
PureOHS™ Implementation and Training - Surveillance and Clinical Suite	December 2025	\$6,000.00
PureOHS™ Professional Services - Custom eForm Development	December 2025	\$1,562.50
PureOHS™ Implementation and Training - Supervisor and Employee Views	December 2025	\$1,250.00
PureOHS System Access Database Setup	December 2025	\$900.00
<b>Total Fees Invoice #2</b>		<b>\$17,306.25</b>
PureOHS Engineering Services - OHM to PureOHS Data Conversion	March 2026	\$6,875.00

<b>Professional Services &amp; Software Payment Schedule</b>		
PureOHS™ SSO Implementation	March 2026	\$718.75
PureOHS™ Implementation and Training - Surveillance and Clinical Suite	March 2026	\$6,000.00
PureOHS™ Professional Services - Custom eForm Development	March 2026	\$1,562.50
PureOHS™ Implementation and Training - Supervisor and Employee Views	March 2026	\$1,250.00
PureOHS System Access Database Setup	March 2026	\$900.00
<b>Total Fees Invoice #3</b>		<b>\$17,306.25</b>
PureOHS Engineering Services - OHM to PureOHS Data Conversion	June 2026	\$6,875.00
PureOHS™ SSO Implementation	June 2026	\$718.75
PureOHS™ Implementation and Training - Surveillance and Clinical Suite	June 2026	\$6,000.00
PureOHS™ Professional Services - Custom eForm Development	June 2026	\$1,562.50
PureOHS™ Implementation and Training - Supervisor and Employee Views	June 2026	\$1,250.00
PureOHS System Access Database Setup	June 2026	\$900.00
<b>Total Fees Invoice #4</b>		<b>\$17,306.25</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2026	\$3,898.00
PureOHS™ Surveillance	September 2026	\$41,659.00
PureOHS™ Clinical Suite	September 2026	\$55,545.00
PureOHS™ Employee & Supervisor Views	September 2026	\$27,773.00
<b>Total Fees Invoice #5</b>		<b>\$128,875.00</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2027	\$4,094.00
PureOHS™ Surveillance	September 2027	\$43,742.00
PureOHS™ Clinical Suite	September 2027	\$58,322.00
PureOHS™ Employee & Supervisor Views	September 2027	\$29,161.00
<b>Total Fees Invoice #6</b>		<b>\$135,319.00</b>

PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2028	\$4,299.00
PureOHS™ Surveillance	September 2028	\$45,929.00
PureOHS™ Clinical Suite	September 2028	\$61,238.00
PureOHS™ Employee & Supervisor Views	September 2028	\$30,619.00
<b>Total Fees Invoice #7</b>		<b>\$142,085.00</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2029	\$4,514.00
PureOHS™ Surveillance	September 2029	\$48,225.00
PureOHS™ Clinical Suite	September 2029	\$64,300.00
PureOHS™ Employee & Supervisor Views	September 2029	\$32,150.00
<b>Total Fees Invoice #8</b>		<b>\$149,189.00</b>
<b>Total Professional Services &amp; Software Fees</b>		<b>\$747,431.00</b>

**Optional Renewals:**

PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2030	\$4,514.00
PureOHS™ Surveillance	September 2030	\$48,225.00
PureOHS™ Clinical Suite	September 2030	\$64,300.00
PureOHS™ Employee & Supervisor Views	September 2030	\$32,150.00
<b>Total Fees Invoice #9</b>		<b>\$149,189.00</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2031	\$4,514.00
PureOHS™ Surveillance	September 2031	\$48,225.00
PureOHS™ Clinical Suite	September 2031	\$64,300.00
PureOHS™ Employee & Supervisor Views	September 2031	\$32,150.00
<b>Total Fees Invoice #10</b>		<b>\$149,189.00</b>
PureOHS™ Single Sign On (SSO) Annual Fee - Number of Years	September 2032	\$4,514.00
PureOHS™ Surveillance	September 2032	\$48,225.00
PureOHS™ Clinical Suite	September 2032	\$64,300.00
PureOHS™ Employee & Supervisor Views	September 2032	\$32,150.00
<b>Total Fees Invoice #11</b>		<b>\$149,189.00</b>

## Invoicing and Payment

Bill-To Account Name: County of Riverside

Bill To Account Number: 2383911

Bill To Account Invoicing Payment Terms: NET 30

- UL Solutions accepts check, ACH, credit card or wire.
- If Client requires UL Solutions to register as a vendor via a third party vendor management portal or to participate in a third party purchasing solution, and such registration or participation is required by Client as a condition for UL Solutions to receive payments, fees invoiced by UL Solutions shall be adjusted to include any fees UL Solutions incurs as a result of UL Solutions registering with such Client required third party portal or purchasing solution.
- If Client requires a purchase order to be generated and issued as a condition of payment, Client must provide a purchase order that covers the entire Term to UL Solutions *no later than ten (10) days* following execution of this SOW. Client and UL Solutions agree and acknowledge that the Services under this SOW shall not commence until such purchase order has been received. UL Solutions shall not be liable for any delay in Services resulting from Client's delay or failure to provide a valid purchase order as required herein. Under no circumstance will any preprinted, additional, or different terms or conditions in requests for proposals, requests for quotations, purchase orders or other business documents govern any Services, the Agreement or this SOW. No use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement, or alter in any manner the terms of the Agreement or this SOW.

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

Between the County of Riverside and UL Verification Services, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, is made part of the Occupational Health Electronic Medical Records System ("Underlying Agreement") between the County of Riverside ("County") and UL Verification Services Inc. "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 under one or more SOW's , 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 services for 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 substantially similar 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, received by Contractor on behalf of County in conjunction with Contractor's provision of the services, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule. With respect to the County, Contractor's books and records will be provided to County upon reasonable advance written notice, during standard business hours and no more than once per calendar year.
  - 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 business (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.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor 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.
  - g) The parties agree that this section satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's PHI,
- 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.
- 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.** Subject to the limitations of liability in Sections 21.4 and 21.5 of the Agreement, 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 and will notify COUNTY of such counsel, 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. 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.

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 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 material 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 in accordance with the termination obligations set out in the Agreement. 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, or upon request, return, all PHI and/or ePHI received from County, received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall, upon request, 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. Notwithstanding the foregoing, Contractor shall be permitted to retain the PHI and ePHI on its encrypted backups created in accordance with Contractor's business continuity and disaster recovery policies for no more than sixty (60) days following termination.
- 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.** Contractor shall retain such documentation as 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,  
Moreno Valley, CA 92555  
  
County HIPAA Privacy Officer Phone Number: (951) 486-6459