COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2021 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and HealthSpace USA Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified firm, experienced in assisting government agencies with implementation and support of the HealthSpace data management system for County of Sonoma Environmental Health; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Contractor to implement and support the HealthSpace data management system for County of Sonoma Environmental Health.

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

A G R E E M E N T

1. Scope of Services

   1.1. Contractor's Specified Services

   Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

   1.2. Cooperation With County

   Contractor shall cooperate with County and County staff in the performance of all work hereunder.

   1.3. Performance Standard

   Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

    a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

    b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

    c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

    Exhibit A. Scope of Work
    Exhibit B. Fee Payment Schedule
    Exhibit C. Insurance Requirements
    Exhibit D. Waiver of Insurance Requirements
    Exhibit E. Service-Level Agreement
    Exhibit F. Document Accessibility Certification Form

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

Contractor shall be paid a lump sum in arrears for each completed milestone in accordance with Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"), regardless of the number of hours or length of time necessary for Contractor to complete the services. Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses, and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of County department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2.   Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of $704,400 under the terms and conditions of this Agreement.

2.3.   California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4.   Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5.   Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6.   Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7.   Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1.   Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

a. CFDA Number: n/a
b. CFDA Title: n/a
c. Federal Agency: n/a
d. Award Name: n/a
e. Federal Award(s) Amount: n/a

2.7.2.   Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends $750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3.   Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4.   Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from Effective Date to June 30, 2025 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further

provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7.   Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8.   Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9.   Representations of Contractor

9.1.   Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2.   Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3.   No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4.   Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5.   Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1.   Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.6.   Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to

complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's

subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents, but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor

pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance

under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:	To Contractor:
Leslye Choate Environmental Health Program Manager Public Health Division Department of Health Services County of Sonoma 625 5th Street Santa Rosa CA 95404 707-565-6546 leslye.choate@sonoma-county.org	Cameron Garrison Director of Business Development Operations HealthSpace USA Inc. 436 36th Street Charlotte NC 28205 980-309-1749 cameron@hscloudsuite.com

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

14. Representation, Warranty, and Responsibility as to Data Security

14.1. Data Security

Contractor shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to, and shall ensure that its sub-consultants or venders, comply with County's current and future information security policies, standards, procedures, and guidelines.

14.2. Encryption Requirements

Contractor shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g., PHI, ePHI).

14.3. Security Breach

Contractor shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information(PII) or protected health information(e.g., PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Contractor shall:

    a. Notify County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

    b. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.

    c. Pursuant to Article 5 (Indemnification) of the Agreement, provide indemnity and other protection as specified therein.

14.4. Request to Audit

Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and

guidelines. Contractor shall ensure that its sub-consultants or vendors comply with this requirement.

14.5. Cyber Risk Insurance Requirements

Contractor shall include, and shall ensure that its sub-contractors or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

15. Software/Computer Application Purchase Online Accessibility

15.1. Accessibility

County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

15.1.1. Standards

Contractor shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with County's ordinary course of business, comply with the following accessibility standards:

i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards are viewable at http://www.ecfr.gov/cgi-bin/text-idx?SID=97d3c73e53f662f8cffcbca6ce5ebe76&mc=true&node=pt36.3.1194&rgn=div5; and

ii. County's Web Site Accessibility Policy available online at http://webstandards.sonoma-county.org.

The foregoing standards shall collectively be referred to hereinafter as "County Accessibility Standards". For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

15.2. Noncompliant EIT; Obligation to Cure

If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

a. Cancel any delivery or task order;

b. Terminate this Agreement pursuant to the provisions of Article 4 (Termination); and/or

c. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

15.3. Upgrades Upon Renewal or Extension

Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Contractor shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

15.4. Warranty; Indemnity

Contractor represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Contractor's breach of this Article 15.

15.5. Representation, Warranty and Responsibility as to Data Security

Contractor represents and warrants that it shall implement and maintain Payment Card Industry ("PCI") Data Security Standard ("DSS") certification and that it shall provide an annual Report of Compliance ("ROC") prepared by a Qualified Security Assessor Company ("QSAC"). Upon request of County, Contractor agrees to promptly provide PCI DSS validation by a QSAC. Contractor shall undergo quarterly system scans performed by a PCI Security Standards Council ("SSC") Approved Scanning Vendor ("ASV") that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. Further, Contractor shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of County.

In addition to the indemnity obligations specified in Article 5 (Indemnification) of this Agreement, Contractor shall indemnify, defend, protect and hold County harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which County may be required to pay, which result from Contractor's breach of the provisions of this Section 15.5. Within thirty (30) days of County delivering written notice, Contractor will reimburse County for its actual costs associated with any information security breach that results from Contractor's failure to adhere to PCI data security standards and other applicable industry best practice. Such costs include but are not limited to: the costs of investigating the breach, fees associated with bankcard replacement, client credit monitoring, litigation costs, Court ordered penalties; and any additional fees charged by County's bank Contractor, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by County or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of Contractor's obligations under this Section 15.5.

In connection with credit card transactions processed for County, Contractor will implement fraud prevention controls and provide reasonable care and effort to detect fraudulent credit card activity. In performing the Services, Contractor shall comply with all applicable rules and requirements, including security rules and requirements, of County's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify County of such circumstances.

Contractor represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, Contractor agrees to provide PABP validation by a PCI SSC Qualified Payment Application Security Company ("QPASC") that any such application it provides is certified by the PCI SSC as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.

16. Content Online Accessibility

County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

16.1. Standards

All Contractors responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and County's Web Site Accessibility Policy located at http://webstandards.sonoma-county.org.

16.2. Certification

Contractors must complete the Document Accessibility Certification Form attached hereto as Exhibit F (Document Accessibility Certification Form) which shall describe how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check, Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

16.3. Alternate Format

When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Contractor agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g., embedding the document with alt-tags that describe complex data/tables.

16.4. Noncompliant Materials; Obligation to Cure

Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Contractor. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or

County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

    a. Cancel any delivery or task order;

    b. Terminate this Agreement pursuant to the provisions of Article 4 (Termination); and/or

    c. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

16.5. <u>County's Rights Reserved</u>

Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

_____   _____
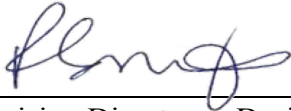Silas Garrison, CEO   Dated
HealthSpace USA Inc.

COUNTY OF SONOMA:
Approved; Certificates of Insurance on File with County:

_____   _____
Barbie Robinson, Director or Designee   Dated
Department of Health Services

Approved as to Substance:

_____   051421_____
Division Director or Designee   Dated

Approved as to Form:

_Adam Radtke, Deputy_____   May 11, 2021_____
Sonoma County Counsel   Dated

Exhibit A. Scope of Work

A. Background

Sonoma County Environmental Health provides an array of services to help ensure public safety is maintained. These services consist of the following programs that serve in various capacities to protect the health and safety of Sonoma County residents and visitors from harmful conditions in the environment by conducting inspections, oversight, and monitoring of local:

Body Art
Consumer Food
Environmental Drilling
Lead Hazard Remediation and Surveillance
Milk and Dairy
Local Oversight Program
Organized Camp
Recreational Health
Refuse Trucks
Pumper Trucks
Prop 65
Solid Waste
Special Events
Vector Control
Waste Tire Enforcement
Water System

B. Functional Requirements – General

The database system (HealthSpace Cloud Suite) shall have the ability to, but not be limited to, in no particular order:

1. Integrate and/or interface with other applications, such as: Solid Waste Information System Digital Inspections Program (SWIS DIP) and similar platforms, and enable authorized departments and platforms to connect to the system.

2. Auto-geocode data that is stored in the system.

3. Capture electronic signatures.

4. Display, import, export, save, and print documents in all formats, including large documents (e.g. plans and blueprints with metadata).

5. Create customizable dashboards to view and manage EH staff workloads.

6. Support data mining and data analytics.

7. Perform searches using keywords and a variety of other parameters and criteria.

8. Auto-generate a unique identifier for every record.

9. Create email notifications, alerts, and reminders for any activity being performed in the system.

10. Provide an audit trail of all changes made in the system.

11. Enable mapping services to automatically record locations for all types of facilities and routing mechanisms for inspections.

12. Create inspection checklists compatible with various devices and screen sizes to collect individual data points.

13. View and edit finalized inspection reports with configurable permissions.

14. Calendar the next inspection date based on program-specific and service-specific business rules.

15. Allow for a variety of data field types, including but not limited to, variable character, numeric, data, currency, Boolean, and selection list.

16. Enable time tracking, allowing for capture during the service and as a separate function.

17. Integrate with Contractor's payment gateway for online payment transactions.

18. Manage the status of all records and their history and display in a consolidated location.

19. Automatically purge data according to a record retention schedule with notification and preview of items to be purged with exclusion options.

20. Have an internal and external tracking system for application submission.

21. Have an internal routing mechanism to allow for tracking of workflow status based on business rules, and have the ability to record notes made against a record during internal routing.

22. Manage documents in a manner that provides for easy access, and allow for association with a record in the system or as a document library.

23. Allow for online submissions of various kinds of web forms and attachments with document history.

24. Prevent duplication of record creation throughout all modules of the system.

25. Provide ability to create both consolidated and individual inspection reports for multiple permits at the same facility.

26. Provide ability to view historical data on inspections, ownership, and other necessary information gathered from all programs in a consolidated location.

27. Provide ability to create drop-down lists to populate desired fields.

28. Apply Role-Based Access Control (RBAC) limiting each identified user role with access to a subset of system functions, pages, tabs, fields and the ability to add, update, delete, or view data.

29. Cut and paste comments from previous inspections into new inspection reports.

30. Provide ability to conduct single or multiple program inspections against a facility at any given time.

31. Provide ability to work in multiple modules within the system at the same time without causing or allowing for data conflict.

32. Create new permits and new facility records with the option of inheriting prior facility history.

33. Manage violations and their compliance using business rules.

34. Provide versioning control for documents.

35. Provide ability to create user-defined fields.

36. Provide ability to have one-to-one, one-to-many, and many-to-many record relationships based on business needs.

37. Provide ability to send notifications, alerts, and reminders to employees and customers.

38. Provide ability to send and receive emails to and from customers and applicants within the system.

39. Provide ability to function both with and without an Internet connection, and provide a systematic method of transferring data to and from offline mode without causing or allowing for data conflict.

40. Provide ability to carry-out all necessary field duties while in offline mode, including automatic access to all program inventory.

41. Provide both training and staging environments

C. Non-Functional Requirements

1. The system shall comply with local, state, and federal regulations.

2. The system shall be web-based and platform agnostic.

3. The system shall be accessible 24 hours a day, 7 days a week.

4. The system shall have a network uptime of 99.99%.

D. Functional Requirements – Component-Specific

The system shall have the following components with the ability to access and exchange data between all components.

1. Facility and Owner Information

This module will manage information related to the program facility (such as food, pool, etc.) and facility owner (licensee) and shall have the ability to capture, but not be limited to, the following:

- Facility physical address with parcel validator

    Facility business name

    Facility owner, allowing for multiple owners

    Owner's address

    Mailing address

    Business type

    Facility record creation date

Facility email addresses

Owner email addresses

Billing address

Facility phone number

Owner phone number

Square footage

1st date of operation

Operational days and hours

Number of employees

Capture of Environmental Protection Agency (EPA) Identification number in the system

Capture of vehicle information such as: Vehicle Identification Number (VIN), License number, make, and model

2. Inspection

This component will capture the result of all inspections being conducted in real time and shall have the ability to capture the following:

Document services against inventoried facilities and un-inventoried records, such as complaints and new facilities.

Select violation codes based on the type of permit.

View facility violations history simultaneously while performing inspections.

Copy, cut, and paste comments from previous inspections into new inspection reports.

Select comments associated with a violation from a library.

Embed photos, documents, and/or links within the inspection report.

Automatically capture a snapshot of final inspection report for internal and/or public viewing.

Unlock and edit completed inspection reports based on access roles.

Auto-populate violation details.

Designate type of service performed.

Allow for entry of time associated per service performed.

Calculate facility time values based on services performed and time frame.

Provide most efficient route based on time values, priority, and time available or other business rules (business rules must be provided and approved by County).

3. Time Accounting

The Time Accounting component must produce a daily activity work assignment summary sheet for all inspectors and shall have the ability to perform the following:

Edit the daily activity sheet, and allow for approval system for changes made post bi-weekly time sheet submittal.

Prioritize the daily activity sheet.

Record time spent on general activities and mileage traveling to and from services.

Bill by time spent on a service.

Bill based on service performed.

Capture daily activity of who performed the action against what record, against what program, what kind of action, and how long the action took.

Compute average time per program, and generate a time value based on business rules.

Automatically and manually schedule the next inspections activity based on frequency, activity type, activity date, and program factoring in County working days.

4. Billing/Invoicing and Accounts Receivable

The Billing and Invoicing module will be a fully integrated accounting application that will use information from the general facility and inspection components to generate and manage invoices. This component shall have the ability to perform the following:

Post payments through both a batch or manual process.

Cancel an invoice.

Reverse charges on an invoice, and credit balance when payment has been received.

Generate invoices on variable time schedules, such as anniversary, quarterly, or annual billing for various programs through a batch or manual process.

Penalize invoices, and provide the ability to accommodate multiple penalization rates.

Provide ability to link invoices to facilities and/or owner in order to track balances and send outstanding fees to collections based on facility/owner information.

Generate reports for financial activities and reconciliation with online payments.

Print invoices using specialized reports for multiple programs.

Provide ability to notify customers via batch email when the invoice has been generated, and send email reminders of unpaid invoices to account owners.

Track over-payments and credits to accounts, and generate refunds when applicable.

Provide ability to issue an invoice based on the inspector's hourly rate, time spent, or fee schedule.

Provide ability to track fee schedule history to enable billing of past fees.

Customize numbering convention of invoices based on the type of program and type of billing.

Issue invoice to previous business owner.

Flag change of ownership if there's an outstanding account balance.

Restrict a permit from generating if there is an outstanding bill, with administrator option to override.

Manage invoices with both recurring and ad hoc fees.

Track facilities and owners with outstanding balances.

Integrate with a County-approved point of sale system or other acceptable HealthSpace-proposed solution.

5. Online Portal

The system shall include an online portal that will allow for the management of all the activities being performed in the system. The online portal shall have the following characteristics:

Be platform-agnostic (any commercial browser).

Provide the public information on inspection results, inspection reports, and permit suspensions, based on program.

Provide a mobile app/electronic solution that allows for the public to search facilities based on location, proximity, keywords, compliance, and other relevant search criteria.

Allow a client to submit applications via web forms and attachments.

Allow the client to pay for their application submission after the application has been approved by County's Department of Health Services (DHS) Environmental Health (EH) staff or at the time of submission.

Be able to send and receive files of various formats without size limitation.

Integrate with a County-approved electronic plan markup software and incorporate comments made within the plan markup software.

Allow the public to submit complaints.

Allow the public to view the status of and history of an active plan check.

Allow a client to self-register as a business owner.

Allow a client to pay their invoice.

Allow a client to update their own information with the option for the County to approve changes made.

Allow a client to submit results or documents for violations.

Exclude clients from accessing a business account of which they do not own.

Allow a client to schedule an appointment for an inspection or consultation based on EH staff member's availability.

6. Complaint Module

This module will manage and track complaints that have been submitted by citizens and shall have the ability to perform the following:

Assign a number to all complaints

Link complaints to type of incident

Create an on-site complaint

Add a complaint into a work assignment

Log a complaint with or without a facility association

7. Reports

This module shall produce reports for all environmental health programs (such as food, pools, etc.) using a reporting wizard and shall have the ability to:

Run ad-hoc reports.

Customize reports.

Export, print, and save reports.

Provide ability to run reports using a report wizard.

Report library and user-customizable reports.

Provide ability to export data to common data formats.

Run daily activity report for entire programs or individuals.

Provide ability to utilize County-approved data visualization tools.

Publish reports as an automated data feed.

Provide a report that compares timecard data within the module to timecard data in the County's timecard system via a flat file export, and identify any anomalies to the user and the user's supervisor.

8. Integration with External Systems

The system shall have the ability to:

Interface with any future data exchange requirements for the Solid Waste Information System Digital Inspections Program (SWIS DIP).

Integrate with a County-approved point-of-sale system or other acceptable vendor-proposed solution. Contractor shall integrate Point Of Sale through HeathSpacePay platform.

Integrate with a County-approved appointment scheduling system for clients and queue system for clients visiting the office or other acceptable vendor-proposed solution. Contractor shall use native functionality in HS product for this function.

Integrate or interface with other applications not listed above that become required by law or business need.

E. Technology Requirements

1. The system shall be a fully secure Software as a Service (SaaS) model.

2. The system shall have the ability to import data from external sources and also manually input data as needed

3. The system shall have the ability to support all modern commercial browsers at their current version levels.

4. The system shall have the ability to create a user login authentication process. The system shall have a high degree of usability and user-friendliness in terms of navigation, data-entry, reviewing data, and running reports.

5. The system shall provide safeguards for referential integrity of all data.

6. All communications must be encrypted in-transit through the use of standard security protocols: SSH, sFTP, SCP, HTTPs.

F. Mobility and Device Requirements

1. The system shall be device-agnostic (i.e., application performance shall be identical whether the end user is connecting from a desktop, a tablet, or any mobile device).

2. The system shall be designed for optimal performance over slower or unreliable connections.

3. The system shall be designed as the primary expected input method through the use of drop-down lists and context-specific fields.

4. If required for functional use, application shall support native functions of the client device, including but not limited to: on- screen keyboards, voice dictation, predictive text and suggested words, front and rear cameras, and GPS location services.

G. Conformity and Support

The system shall fully conform with and support Sonoma County IT infrastructure and environment requirements.

H. Data Backups

1. The vendor will make available, via secure FTP (SFTP), an unencrypted full Production backup from the first of every month in MS SQL file format or XML (SQL preferred) of all County data, related metadata, and associated database schema.

2. Upon expiration of Agreement or notification of non-renewal or contract termination, Contractor must make available via secure FTP (SFTP) an unencrypted full Production backup in MS SQL file format or XML (SQL preferred) of all County data, related metadata, and associated database schema within 45 days of the termination date.

I. Support and Maintenance Procedures

Contractor shall be responsible for establishing support and maintenance procedures for the system. Contractor shall provide the necessary documentation and procedures to support the

County's use of the system on a 24/7 basis. Contractor shall follow standard multi-tier support framework in terms of classifying and resolving issues based on severity and mutually acceptable service level expectations, as indicated in Exhibit E (Service Level Agreement).

J. Documentation Requirements

The Contractor must provide all relevant documentation for the system both for users and any necessary system maintenance and operations at no cost to County.

K. Project Management

1. Contractor shall provide a project plan to County for approval, after Agreement execution, which identifies all Contractor tasks and responsibilities. The approved project plan shall be the basis for all project activities, and can be amended in accordance with Contractor and County agreed-upon change management process. Contractor cannot begin performance of work under this Agreement until the project plan has been approved by County.

2. Contractor and County shall be responsible for establishing an organization to manage and deliver the services defined in this Exhibit A (Scope of Work). After execution of Agreement, Contractor shall provide a project organization chart describing the project charter, which shall be in place for the duration of this Agreement. Contractor shall designate a Contractor Project Manager who shall have the authority to commit Contractor resources necessary to satisfy all contractual requirements.

3. Contractor shall develop a detailed schedule in accordance with the project plan with the target completion date not to exceed December 1, 2021.

4. Contractor shall identify all relevant assumptions made in the development of the project charter and the project plan, and the assumptions upon which the estimates have been calculated must be clearly documented, including assumptions made for development software tools, use of any third-party software, and County resources providing assistance.

5. Change management – Contractor shall include a description of the change control management process that will be used in order to manage changes requested by the County to mitigate any deviation from the project plan.

6. Contractor shall develop and deliver monthly written project status reports summarizing key activities, comparing plan vs. actual and identifying any issues and issue resolutions for the preceding reporting period. The monthly project status reports shall be presented by Contractor's Project Manager to County's Project Manager at monthly project management meetings. This report shall be the basis for advising County on project progress and identifying issues of which County shall be made aware and for which County shall work with Contractor to resolve. The reporting frequency can increase at the request of County during times where additional communication is needed or required.

7. Contractor shall utilize a comprehensive methodology for ongoing project risk management which addresses such issues as technical risk, resource issues, scheduling problems, and County readiness. Contractor shall define escalation procedures to address extended and unresolved problems to County Project Manager. Notification and

emergency procedures shall be established in the event of system failure. The escalation procedures shall require approval of County Project Manager. The escalation procedures shall include, but not be limited to the following:

- Conditions warranting changes to the core team or requiring additional resources in meeting the milestones and/or resolving a problem/issue

- Time durations between escalating to next level of support

- A diagram depicting the various levels of response

8. The names, titles, and phone numbers of Contractor personnel responsible for response at the various levels of support. With respect to performance under this Agreement, Contractor shall employ the following key personnel:

- Sarah Middleton: Certified Sr. Project Manager
- Shay Williams: Project Manager/Business Analyst
- Noah Caleanu: Configuration Specialist
- Sharita Wiley: Configuration Specialist
- Soheil Ramazani: Data Analyst

L. Conduct Joint Application Design to Confirm Requirements

1. Contractor shall lead and conduct Joint Application Design (JAD) or similar facilitated requirements and analysis design sessions with County staff and other stakeholders which may be identified by County. The purpose of these JADs is to confine and update County view of system functional requirements, features and capabilities, technology requirements, and interface requirements; and to provide Contractor an opportunity to perfect its understanding of County environment and programs. The JADs shall also document high-level workflow within County to identify potential improvements in County workflow design or in County workflow, policies, and procedures.

2. Contractor shall document the updated workflows, interface, and other requirements. Contractor shall document the results of its JAD sessions using a structured analysis and design methodology. The resulting document shall be presented in a walkthrough and must be approved by County.

M. Development, Testing & Training Environments

Contractor shall develop separate development, testing, and training environments for the system accessible to County staff. EH staff shall also have access to these environments for monitoring Contractor work, validating test results, and other reasons as needed.

County shall approve Contractor's training plan if it varies from the proposed plan project plan. Initially, staff members shall require "classroom-led" hands-on training. Super Users shall provide training to staff on an as-needed basis after full implementation of the HealthSpace Database. In addition to the training requirements identified in the Request for Proposal (RFP), it is expected that Contractor shall provide training for all the future functionality provided by HealthSpace, including third-party contractors provided by Contractor or County.

The training shall be broken down into four (4) major groups: End User, Service Desk, Administrator, and Software Support. See the responsibility matrix at the end of this Exhibit A

(Scope of Work) Section M for training requirements for Super User, Service Desk, and Software Support groups.

1. End Users

End Users are the largest group in need of training. End Users are further broken down into more specific groups based upon their job function, logon group, and access rights.

2. Super User Training

A "Super User" will be a staff member with good overall working knowledge of computers and HS Cloud Suite who will assist system users with general computer and application problems and will be able to generally distinguish between hardware, operating system, network, and application errors. If Level Zero (0) is unable to resolve the problem, it will be referred to the Level One (1) Service Desk.

3. Service Desk Training and Field Technician Training

These staff shall be trained at the Super User level and be able to accurately triage and record issues for escalation to higher levels of support, identify issues within the system as well, and troubleshoot issues with bar code printers and scanners. Service Desk staff shall also have rights to create and maintain user maintenance.

4. Administrator

Administrator staff shall be trained in the support of the front end and backend architecture such as database and server administration.

5. Software Support

Software Support staff shall be trained at the level of both Super User and Service Desk staff in addition to some selected aspects of the administrative-level training. Software Support staff must be able to recognize core issues versus issues that can be cured with a work around. Software Support staff shall be charged with testing of new releases and updates.

6. User Application Specific Training

With the implementation of a new system, it becomes necessary for all potential users to be trained on the use of that system's application. The potential users' level of training shall correspond to the access rights granted to the user's group.

7. Ad Hoc Report Training

No material adjustments made to this Exhibit A (Scope of Work) will be authorized without the prior written approval of the County via an amendment. Non-material adjustments may be made with the written approval of the County-assigned Deputy Purchasing Agent.

Responsibility Matrix
Roles and Responsibilities will apply to each program area (e.g., food)

Project Phase and Task Areas	HealthSpace Role	County Role
Program Start Items		
Define Project Team - Exchange Information Between Teams	Project managers for HealthSpace set expectations for tasks and timelines	Identify program area decision-makers and subject-matter experts, and make them available for the project.
Review and Refine Goals of the Program Set up	Lead the review, per tasks/plans for the program	Program team members engaged and participating.
Provide All Forms Related to Program	Incorporate into requirements	Provide forms to HealthSpace
Provide Data for Import	Review and generate data map from legacy database to HealthSpace database	Provide knowledge and documentation of, and exports of, data from current solution to provide data for conversion/import.
Analysis and Documentation		
Perform Requirements Analysis Sessions (preferably onsite)	Lead	Participate
Perform Initial HS Gap Analysis and Early Requirements Documentation	Document and identify proposed resolution	Participate
Perform Initial Analysis and Requirements	Lead	Participate
Perform Full Analysis and Detailed Requirements Documentation, including: • Data elements (fields) • Business rules/workflows	Document	Review and approve
Finalize Requirements	Lead	Review and approve; Serves as scope definition for final deliverable.
System Configuration and Set Up		
Data Dictionary - Full Set Up	Responsible	Review and approve

Project Phase and Task Areas	HealthSpace Role	County Role
Rules and Logic Additions	Responsible	Review and approve
Printable (forms) Set Up	Responsible	Confirm what needs to be printed from the system at different points in the workflow.
Needed Development Items (if applicable)	Responsible	Define, review, and approve
Data Scripting and Import	Responsible	Review and approve, as applicable
Client Testing		
Scripted Testing of Data Dictionary/ Rules & Logic/Printed Output/ Conversion Testing covers ability to get all required elements in and out (in required formats – permits, invoices, inspections, reports), as required by County business rules/workflows	Support	Program Managers and subject matter experts most knowledgeable on the business processes and requirements of the program to drive test requirements. Testing scope ties back to previously approved requirements.
Needed Bug Fixes/Changes	Responsible	N/A
Finalization of Test Scripts	Lead	Support
Generalized Testing	Support	Lead
Generalized Updates	Responsible	N/A
System Finalization	Lead	Support
End User Training	Lead	All program staff, program managers, and subject matter experts to attend/participate.
Transition		
Finalize System is Ready for Go Live – All required testing complete and no Severity 1 or 2 issues open	Joint Decision-making	Joint Decision-making
Deploy All Cloud Elements Live	Responsible	N/A
Confirm all Transition items on Live	Responsible	N/A

Project Phase and Task Areas	HealthSpace Role	County Role
Cut off legacy system usage/provide final cut of data		County to provide final export of data for Go Live
Import/Refresh Data	Responsible	N/A
Usage Begins	Support	N/A

Exhibit B. Budget

Mile-stone Number	Schedule/ Milestone Period	Phase	Total Attributable Percent (%)	Total Attributable Amount ($)	Total Phase Payment ($)	Milestone Deliverable Description
1	Apr 2021	Contract execution, delivery of baseline full product at time of execution, including delivery of core state regulatory configurations, usernames and passwords to access product for County defined initial users/Subject Matter Experts (SMEs)	50	169,950	169,950	Provision of environment, delivery of access (including user names and passwords) to the baseline product with California-specific configurations for state ordinance and mandated programs (e.g., food)
1a	Apr 2021	Licenses activated: 50% of first-year license, remaining 50% paid at go-live	50	36,450	36,450	First 50% of 1st years license, hosting and support
2	Apr 2021	JAD sessions (onsite COVID-19 permitting - if COVID restrictions forbid face-to-face will do video conferences that are recorded), County-specific data requirements and configuration work complete and delivered to County for signoff	5	16,995	16,995	Deliverable package to include data fields map and elements, workflows, and initial business logic requirements for *Food, Public Pools, Hazardous Materials program, Ocean Water Quality, Massage program Solid Waste program* that come out of the JAD sessions with County SMEs and department heads. Upon signoff Contractor will proceed to make the modifications to HealthSpace Cloud Suite

Mile-stone Number	Schedule/ Milestone Period	Phase	Total Attributable Percent (%)	Total Attributable Amount ($)	Total Phase Payment ($)	Milestone Deliverable Description
3	Jun 2021	Configurations made – per workflow and configuration meetings – in product and delivered for testing to County	10	33,990	33,990	Specific changes and configurations to product as result of specifications from prior deliverable
4	Jul 2021	Initial data conversion performed and delivered to County for testing	10	33,990	33,990	Data converted from legacy data source *Envision Connect* and available in HealthSpace Cloud Suite for the programs included in this contract. Contractor will provide UAT (user acceptance testing) scripts for data validation, user testing, verification in HealthSpace Cloud Suite for signoff.
5	Aug 2021	Final tweaks, configuration changes – if required and requested by County across the programs	5	16,995	16,995	Any additional configuration changes, including modifications to data fields and workflows, as a result of the previous deliverable testing. All changes will be available in production environment for testing in HealthSpace Cloud Suite
6	Sep 2021	Final User Acceptance testing. Updated UAT scripts to be provided by Contractor	10	33,990	33,990	Full UAT scripts and scenario testing for users to use to validate system ready for go-live

Mile-stone Number	Schedule/ Milestone Period	Phase	Total Attributable Percent (%)	Total Attributable Amount ($)	Total Phase Payment ($)	Milestone Deliverable Description
7	Oct 2021	Final data conversion (data "refresh") and Go-Live	10	33,990	33,990	A final refresh of data from Envision Connect to be available in HealthSpace Cloud Suite. Users will validate with UAT data validation scripts, from previous data deliverable, to sign-off as to completeness of final data set and certification for go-live
		Total Setup and Implementation Fee	100	376,350	376,350	
	Oct 2021	2nd 50% of first year license, hosting and support	50	36,450	36,450	
	Apr 2022	Year two license, hosting and support	N/A	72,900	72,900	Maintenance Annual
	Apr 2023	Year three license, hosting and support	N/A	72,900	72,900	Maintenance Annual
	Apr 2024	Year four license, hosting and support	N/A	72,900	72,900	Maintenance Annual
	Apr 2025	Year five license, hosting and support	N/A	72,900	72,900	Maintenance Annual
		Total			704,400	

x

Exhibit C. Insurance Requirements
(Template 5 – Rev 2021 Feb 3)

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

    a. Required if Contractor has employees as defined by the Labor Code of the State of California.

    b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

    c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

    d. ***Required Evidence of Insurance***: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

    a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

    b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

    c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*

   i. Copy of the additional insured endorsement or policy language granting additional insured status; and

   ii. Certificate of Insurance.

3. Automobile Liability Insurance

   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

   b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

   c. Insurance shall cover hired and non-owned autos.

   d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

   a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by County.

   c. If Contractor's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

      i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

      ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

> **County of Sonoma, its Officers, Agents, and Employees**
> **Attn: DHS – Contract & Board Item Development Unit**
> **1450 Neotomas Avenue, Suite 200**
> **Santa Rosa CA 95405**
> **Email: DHS-Contracting@sonoma-county.org**

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively,

County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D. Waiver of Insurance Requirements

Exhibit D Waiver of Insurance Requirements
This Exhibit modifies the insurance requirements as specified in Exhibit C

Department **Health Services**	Dept Contact **Leslye Choate**	Phone **565.6546**

Contractor, Consultant, Vendor, Licensee, Tenant **2021-1033-A00 - HealthSpace USA Inc.**

Contact Person **Cameron Garrison**   Phone **980-309-1749**

Contract Term **Eff Date - 2025 Jun 30**   Contract Cost **704,400**   Template # **5**

Was there an RFP/RFQ or other competitive process for this agreement? Yes ☐ **No** **X**

If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes ☐ No ☐

♦ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.

♦ If only Section II waivers or a combination of Section I and II waivers are required, **submit to Risk**.

Section I - Department Waivers (Must be designated "Department Waiver" in the Template Assistant)

Requirement to be Waived and Reason

☐ Workers Compensation: Waive Subrogation Waiver.

☐ General Liability: Waive General Aggregate per location or per project. General Aggregate is at least double the Occurrence Limit.

☐ General Liability: Waive requirement for Subrogation Waiver, because insurer will not provide the coverage.

☐ General Liability (Suppliers of Products): Waive "Additional Insured – Vendors". County does not distribute the product to the public.

☐ General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.

☐ General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.

☐ General Liability (Therapists, Counselors, Social Workers, and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.

☑ Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County, or the driving is limited to attendance at meetings at County/Entity facilities.

☐ Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.

☐ Property Insurance (Long-Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property, or the current construction cost of the improvements is less than $25,000.

☐ Mold Liability: Landlord cannot obtain the insurance.

☐ Standards for Insurance Companies: Waive A.M. Best's rating requirement.

_____   _____

Approved by Department Head, Department Designee, or Risk Management   Date

H-2 Waiver of Insurance Requirements (fillable form) - Version 2016 Mar 16   Page 1 of 2

Exhibit E. Service-Level Agreement

Contractor offers the following levels of service to ensure maximum availability and performance. The Contractor's 99.99% uptime guarantee sets standards for service in the following critical area:

Network Availability

Network uptime occurs when the functionality of all Contractor network infrastructure, including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Contractor servers are unable to transmit and/or receive data, and if Environmental Health Management opens a service ticket for the incident in the Client system ticket tracking module.

The Contractor network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both County and Contractor. Should a network outage occur that results in Client System unavailability, Contractor will credit County 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

Infrastructure Guarantee

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

Hardware Guarantee

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

Maintenance and Escalation (scheduled and unscheduled)

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

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

Any outage lasting four (4) or more hours is escalated to the Contractor Chief Executive Officer. Should the outage last more than four (4) hours, Contractor will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM PST with the exception of federal holidays. An after-hours emergency support number is to be given to County's Division Director-level personnel.

Additional Services

Additional services are as follows:

- Hosting of County data Technical support to staff in accordance with Contractor's established maintenance policy.

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

- Errors or bugs in system code will be addressed and repaired immediately for the term of the Agreement.

- System change requests from County will be evaluated on a case-by-case basis and scheduled for completion based on priority.

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

Exceptions

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

Exhibit F. Document Accessibility Certification Form
(County of Sonoma Web Accessibility Questionnaire)

County policy requires that all County websites, web content and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma's Web Standards site:

http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300.

Standard	Source(s)	Response

1. Rate the overall level of accessibility compliance of your website, web content or web-based application:
 	
  a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA.
  b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other content or functionality are only compliant to Section 508 and WCAG 2.0 Level A.
  c. Partially compliant – All content and functionality are fully compliant with Section 508 and WCAG 2.0 Level A.
  d. Partially compliant – All content and functionality are fully compliant with Section 508.
  e. Not compliant.
 	
Fully Compliant Response(s): a
	Section 508
	
	WCAG 2.0	

2. Does each non-text element on the page have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element?
 	
  a. Yes.
  b. Yes and no. Some non-text elements have meaningful text equivalents while others do not.
  c. No, none of the non-text elements have text equivalents.
  d. N/A. There are no non-text elements on the page.
 	
Fully Compliant Response(s): a, d
	Section 508
	
	• § 1194.22 (a)
	
	WCAG 2.0
	
	• Guideline 1.1	

Standard	Source(s)	Response
3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information? a. Yes. b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information. c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output. d. No, neither is provided. e. N/A. There is no multimedia content on the page. Fully Compliant Response(s): a, e	Section 508 • § 1194.22 (b) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	
4. Are all audio descriptions and text captions synchronized with their associated dynamic content? a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page. b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe. c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes. d. No. Both are provided but neither is synchronized. e. N/A. There is no multimedia content on this page. Fully Compliant Response(s): a, e	Section 508 • § 1194.22 (b) WCAG 2.0 • Guideline 1.2	

Standard	Source(s)	Response

5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?
 	
  a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.
  b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.
  c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.
  d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.
 	
Fully Compliant Response(s): a, b, d
	WCAG 2.0
	
	• Guideline 1.4	

6. Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors?
 	
  a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.
  b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.
  c. Yes, any use of color as to imply meaning or information is easily understood without color.
  d. No, the page does not use color appropriately.
 	
Fully Compliant Response(s): a
	Section 508
	
	• § 1194.22 (c)
	
	WCAG 2.0
	
	• Guideline 1.4	

7. If any page uses cascading style sheets (CSS)[1], is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)?
 	
  a. Yes.
  b. No.
  c. N/A. The page does not use cascading style sheets (CSS).
 	
Fully Compliant Response(s): a, c
 	
[1] Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.
	Section 508
	
	• § 1194.22 (d)
	
	WCAG 2.0
	
	• Guideline 1.3	

Standard	Source(s)	Response

8. If any page uses cascading style sheets (CSS)[1], is it designed so that it does not interfere with style sheets set by the browser?
 	
   a. Yes, it works without interfering with style sheets set by the browser.
   b. No, it interferes with any style sheets that have been set by the browser.
   c. N/A. The page does not use cascading style sheets (CSS).
 	
Fully Compliant Response(s): a, c
 	
[1] Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.
	WCAG 2.0
	
	• Guideline 1.3	

9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?
 	
   a. Yes, each link in the server-side image maps is duplicated by a separate text link.
   b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not.
   c. No, redundant text links are not provided for any link from the server- side image maps.
   d. N/A. The page does not include any server-side image maps.
 	
Fully Compliant Response(s): a, d
	Section 508
	
	• § 1194.22 (e)	

10. If any page includes one or more client-side image maps, does each map region have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it?
 	
   a. Yes.
   b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not.
   c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions.
   d. N/A. The page does not include any client-side image maps.
 	
Fully Compliant Response(s): a, d
	Section 508
	
	• § 1194.22 (a)	

Standard	Source(s)	Response

11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified?
 	
  a. Yes, all simple **data tables** have row/column headers identified and all **non-data tables** do not identify row/column headers.
  b. Yes and no. Some simple **data tables** exist but either the row or column header is not identified or some simple **non-data tables** exist but either the row or column header is identified.
  c. N/A. The page does not include simple tables.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (g)	

12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers?
 	
  a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers.
  b. No, complex tables exist, but some cells within the table fail to identify row and column headers.
  c. N/A. The page does not include complex data tables.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (h)	

13. If the page uses frames, does each frame have a title that meaningfully describes it?
 	
  a. Yes.
  b. No.
  c. N/A. The page does not use frames.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (i)	

14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?
 	
  a. Yes.
  b. No.
 	
Fully Compliant Response(s): b
	WCAG 2.0
	
	• Guideline 2.3	

Standard	Source(s)	Response

15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader?
 	
  a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader.
  b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader.
  c. N/A. The page does not use JavaScript or Macromedia Flash content.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (a)
	
	WCAG 2.0
	
	• Guideline 1.1
	• Guideline 1.2	

16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format?
 	
  a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format.
  b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format.
  c. N/A. The page does not use any applets.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (a)
	
	WCAG 2.0
	
	• Guideline 1.1
	• Guideline 1.2	

17. Is every web page capable of full functionality via only the keyboard?
 	
  a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component.
  b. No, some functionality is not operable via a keyboard interface alone.
 	
Fully Compliant Response(s): a
	WCAG 2.0
	
	• Guideline 2.1	

Standard	Source(s)	Response

18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies?
 	
  a. Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.
  b. Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.
  c. Yes and no, for all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.
  d. No, some content or interface components do not comply with this guideline in at least one area.
 	
Fully Compliant Response(s): a
	WCAG 2.0
	
	• Guideline 4.1	

Standard	Source(s)	Response

19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities?
 	
  a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities.
  b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities.
  c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page.
  d. N/A. The page does not use such programmatic objects.
 	
Fully Compliant Response(s): a, d
	Section 508
	
	• § 1194.22 (m)	

20. If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities?
 	
  a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible.
  b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process.
  c. N/A. The page does not include any links to .pdf files.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (a)
	• § 1194.22 (c)
	• § 1194.22 (g)
	• § 1194.22 (h)
	• § 1194.22 (n)
	
	WCAG 2.0
	
	• Guideline 1.1
	• Guideline 1.2	

Standard	Source(s)	Response

21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?
 	
  a. Yes, the page contains one or more forms designed to be completed online. Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies.
  b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies.
  c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire.
  d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect.
  e. N/A. The page does not contain any forms designed to be completed online.
 	
Fully Compliant Response(s): a, e
	Section 508
	
	• § 1194.22 (n)	

22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form?
 	
  a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form.
  b. No. The page contains one or more forms designed to be completed online but that is inaccessible to people with disabilities in some respect and the page does not contain an alternate accessible form or a link to an alternate accessible form.
  c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects.
 	
Fully Compliant Response(s): a, c
	Section 508
	
	• § 1194.22 (a)
	
	WCAG 2.0
	
	• Guideline 1.1	

Standard	Source(s)	Response
23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text? a. Yes. b. No. c. N/A. The page does not contain any forms designed to be completed online. Fully Compliant Response(s): a, c	WCAG 2.0 • Guideline 3.3	
24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links? a. Yes. b. No. c. N/A. The page does not contain any navigational links to other web pages within the same website. Fully Compliant Response(s): a, c	Section 508 • § 1194.22 (o)	
25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)? a. Yes. b. No. Fully Compliant Response(s): a	WCAG 2.0 • 2.4	
26. If any page requires users to respond within a fixed amount of time before the user is "timed out," is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out? a. Yes. b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open. c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open. d. N/A. The page does not "time out" users, no matter how long a page is kept open. Fully Compliant Response(s): a, d	Section 508 • § 1194.22 (p) WCAG 2.0 • Guideline 1.2 • Guideline 2.2	

Standard	Source(s)	Response
27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page? a. Yes. b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text- only alternate page does not include the same information or is not updated as often as the reviewed page. c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page. d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page. e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page. Fully Compliant Response(s): a, d, e	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1	

28. Test your page(s) for accessibility to persons with disabilities using assistive technology
 	
    a. Describe the testing method and tools used.
    b. Describe the results of this test.		

29. Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:		

Responses reviewed and approved by:

_____

(Signature of department representative / Date)

References

1. Section 508 Standards (http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web)

2. WCAG Guidelines (http://www.w3.org/TR/WCAG/#guidelines)

3. County of Sonoma

   a. Web Standards (http://webstandards.sonoma-county.org)

Accessibility Assistance (http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113)