HS
HEALTH SPACE

HealthSpace USA

Jackson County, Missouri

Contract for HS Cloud Suite Application

Between:
Deb Sees
Jackson County, Missouri
34900 E. Old 40 Hwy
P.O. Box 160
Grain Valley, MO 64029
816-847-7070
dsees@jacksongov.org

HealthSpace USA Inc.

436 East 36th Street
Charlotte, NC 28205
www.healthspace.com
Contact: Cameron Garrison
Director of Business Development
Phone: 980-309-1749
Cameron@hscloudsuite.com

THIS AGREEMENT, is made and entered into this 11ᵗʰ day of February 2021 by and between **Jackson County, Missouri** ("**Department**") located at 34900 E. Old 40 Hwy, Grain Valley, MO, 64029 and **HealthSpace USA** Inc. ("**HealthSpace**"), an independent contractor with its corporate office located at 436 East 36th, Charlotte, NC 28205.

WHEREAS, the Department desires to purchase the Web Based permit, financial, Inspection application, and disease surveillance and contact tracing solutions, HS Cloud Suite *(HSCloud)* application software user licenses designed by and hosted HealthSpace known at HSCloud Suite and the inspection application known as HSTouch to be used by the department for data management services, and to perform inspections in the field using Apple iPads, or Windows 10 devices. Services as enumerated in this contract including secure data hosting and support/maintenance services from HealthSpace.

1. **NOW THEREFORE**, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. **Definitions**
   i. **"Application"** means the web-based application for permitting, inspections, complaints, and reporting - HS Cloud. It also includes an inspection application that is developed for the iOS, Android, or Windows operating systems - "HS Touch" - that uses the nature features on tablets using the operating systems which are downloaded from either from Apple's App Store.
   ii. **"Confidential Information"** means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party. For greater clarity, the Department's Confidential Information will include the Data, but not the Public Data, and HealthSpace's Confidential Information will include the terms of this Agreement, including all pricing and fees.
   iii. **"Custom Configuration"** means alterations to the Standard Application requested by the Department to meet specific needs that vary from other similar departments. Configuration to the departments specs is included in the contract.
   iv. **"Additional add-ons:** Should the department request in the future additional modules, or functionality that is due to a specific custom

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request by the department {though that is not foreseen at the time of this contract due to the configurable nature of HS Cloud} those services would be quoted separately as an addendum to this contract.

v. "**Data**" means any and all information, processes, documentation, marks and other intellectual property owned or produced by the Department that is not Public Data.

vi. "**Decommissioning**" means the process of transitioning the Department away from using the HealthSpace Software following termination or expiration of this Agreement, as more particularly set out in section 10.

vii. "**HealthSpace Servers**" means servers operated and maintained by HealthSpace or co-located on which Data and Public Data may be stored and accessible by the Department.

viii. "**HSCloud**" Is the fully configured web-based application as well as supplementing API's that allows for deployment of enterprise level solutions to the client department.

ix. "**HSTouch**" means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.

x. "**Module Mapping**" means setting up HS Touch to be configured to allow the departments required inspection data to be collected both in the main HS Cloud system as well as offline in the field.

xi. "**Public Data**" means any and all information entered into or stored in the EHS by the Department or by HealthSpace on behalf of the Department that is published and made available to the general public or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to the Department.

xii. "**SOW**" means the statement of work attached as Appendix "A"..

xiii. "**Standard Application**" means application functionality that is available out-of-the box including the configurability options in the system.

xiv. "**UAT**" means user acceptance testing.

xv. "**User**" is defined as anyone who is given access to HS Touch by an authorized license, whether or not employed by the Department.

2. **Scope of services:**

    i. HealthSpace will provide HealthSpace HS Cloud as set out in Appendix "A".

    ii. HealthSpace will provide the services as set out in Appendix "A".

3. **License to Use Software**

    a). Subject to the terms and conditions specified in this Agreement, HealthSpace grants the Department and its successors a limited, non-perpetual license (the "**License**") to use the EHS or other HealthSpace Software as indicated in the SOW for the duration of this Agreement, subject to the Department paying the License Fee.

    b.) The License Fee is calculated on the basis of the specifications set out initially in the departments RFP, and as memorialized in the SOW, The Department agrees that, for any change over and above that agreed to scope, the Department will give HealthSpace notice of such desired change. Upon agreement by both parties to the modifications for new modules, functionality, or expansion of use base from RFP and this contract, the SOW will be amended to reflect the changes, and the department will pay the modified SOW terms upon acceptance of said modifications.

    c.) HealthSpace will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users and scope as defined in the RPF, this may be amended under paragraph 3.b), using the HealthSpace Software, subject to payment for such software licenses and upgrades by the Department.

    d.) The Department is responsible for and agrees to abide by all the provisions of this agreement for the HS Cloud, and HS Touch app, and will ensure that the Department staff complies with the terms of this contract.

    e.) The Department acknowledges and agrees its license to, and accordingly its use of, the HealthSpace Software is at all times subject to the following limitations:

        I. No Modification or Reverse Engineering—The Department will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HealthSpace Software, nor will the Department translate, decompile, disassemble, reconstruct,

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decrypt, or reverse engineer the whole or any part of the HealthSpace Software.

Ii. No Rental or Timeshare Use—Except as permitted herein, the Department will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HealthSpace Software in any way, nor will the Department use of the HealthSpace Software in a computer service business, service bureau, hosting or time sharing arrangement.

Iii. Unauthorized Equipment—The Department will only use the HealthSpace Software on computing devices which are supported by HealthSpace and which meet certain minimum system requirements as laid out in this contract and the HealthSpace RFP response attached to this contract as an exhibit. From time to time as technology changes, HealthSpace will make its application available on new operating system updates and technology.

iv.) *Proprietary Notices* —The Department will not directly or indirectly remove any proprietary notices, labels or marks from the HealthSpace Software or other materials, including those indicating any intellectual property rights of HealthSpace or any third party unless otherwise agreed between the parties in writing.

4. **Ownership of Software and Data**

a.) HealthSpace warrants to the Department that HealthSpace is the developer and owner of HS Cloud and HS Touch application, and has full rights to the said applications, and has the right to contract for, and distribute to the Department required licenses and access to operate the HealthSpace Software.

b.) In the event of any suit or claim against the Department by any third party for damages and/or injunctive relief contesting ownership of the HealthSpace Software and/or the Department's rights under this Agreement, HealthSpace agrees to, at its own expense, to indemnify the Department against such suit or claim and to hold the Department harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.

c.) Further, if such suit or claim occurs or is likely to occur, HealthSpace will, at its own expense, either procure for the Department the right to continue using the HealthSpace Software

or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.

d.) For greater clarity, the provisions of section 4.b) will not apply to the extent that any such claim relates to the Department's combination of the HealthSpace Software with computing devices, systems or other software not approved by HealthSpace or otherwise contemplated hereunder, or in the event of the Department's refusal to install any update or replacement provided pursuant to section 4.c).

e.) All Data and Public Data, whether entered into or stored in the system by the Department or by HealthSpace on behalf of the Department, is and will remain the sole property of the Department. The Department hereby grants HealthSpace the irrevocable, royalty-free license during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data for the express purpose of executing delivery of the services in this contract to the department, including to extract, derive, compile and publish the Public Data, and for any other purpose permitted hereunder. The Department acknowledges that whether the HealthSpace Software uses HealthSpace Servers or third party servers, the Supporting Software will transmit Data to HealthSpace Servers for the purpose of performing functions on the Data required by this Agreement and also to collect the Public Data, which Public Data may be further used, published or distributed by HealthSpace.

5. Obligations of the Department:

The Department will designate staff members to provide the following functions under this Agreement:

a.) Department Administrator: This individual is responsible for Administrator functions within the system, for the department.

b.) The Department agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves the organization.

c.) The Department will provide access to HealthSpace's online learning material for all Users using HS Touch.

d.) If the Department supplies the computing devices to operate the Supporting Software, the Department is responsible, with support from HealthSpace, to install the HS Touch Application on the Department computing devices. If HealthSpace supplies the necessary computing devices, HealthSpace will pre-install and configure the Supporting Software on such devices.

e.) The Department will pay the fees set out in Appendix C, on the terms and conditions provided therein.

6. Term:

a.) The term of this Agreement will be as set out in Appendix C.

b.) HealthSpace will provide a written 60 days' notice prior to the expiration of this agreement. This agreement will automatically renew under the same terms and conditions for one year at the expiration of the initial and each subsequent term unless:

    i. the Department and HealthSpace enter into a new written agreement which replaces this Agreement, or;

    ii. The Department provides a Notice of Termination, as prescribed herein, to HealthSpace of its intent to terminate this Agreement and its use of the HealthSpace Software.

7. Software System Upgrades and Changes

a.) The License Fee includes all subsequent core system configurations and changes instituted by HealthSpace after deployment in conjunction with the department's specific needs and requirements. It does not include any Custom Development, such as design changes to modules deployed for the Department that are outside the normal configuration options of the HealthSpace Software.

b.) HealthSpace will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HealthSpace Software resulting from system upgrades and changes.

8. Intellectual Property

a.) The HealthSpace Software will, at all times, remain the property of HealthSpace, subject only to the license of use granted herein, specifically excluding any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the HealthSpace Software, or any portion thereof, by the Department except as follows:

> i. Upon the transfer, or merger, of substantially all of the assets of the Department to a successor organization, this Agreement and the rights and obligations of the Department herein may be assigned to such successor; or

b.) The Department grants HealthSpace a non-exclusive, perpetual and royalty-free license to use all innovations, suggestions, and feedback. ("**Feedback**") regarding the HealthSpace Software suggested by the Department staff, provided that the Feedback pertains to the operation or design of the HealthSpace Software, or of possible future extensions of the HealthSpace Software, and is either presented in an area not private to the Department or is sent directly to HealthSpace. Such Feedback is given to HealthSpace on an "as is" basis and the Department does not provide any warranty regarding the Feedback.

9. Breach/Termination for cause

a.) Should either party default in the performance of any obligation under this Agreement or breach any provision contained in the Agreement and not correct or substantially cure, the default or breach within thirty (30) days after receipt of written notice by the other party of such default or breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-defaulting/non-breaching party, following which the Department will comply with the provisions set out in section 10 for Decommissioning.

b.) In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon thirty (30) days' notice to the other party and the provisions set out in section 10 for Decommissioning will not apply.

10. Decommissioning

a.) Upon termination of this Agreement, or its expiration without replacement, the Department will immediately cease using the HS Touch application. HealthSpace will transmit all data captured using HS Touch and all Department data stored on the HS Cloud system to the Department data system and scrubbed from the HS Cloud servers within five (5) business days of the effective termination date. HealthSpace will provide support for this process.

11. Confidentiality

a.) Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.

b.) Without limiting the foregoing, HealthSpace will (a) ensure that all copies of the Data will be secured behind a professionally configured firewall, (b) use database systems with adequate and reliable security and will make regular security checks on these systems, and (c) HealthSpace will supply the PAC with copies of the results of such checks upon request. The Department agrees that it will treat these results as HealthSpace's Confidential Information.

c.) Upon termination of this Agreement or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.

d.) Each party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such party and for any failure by such party to comply with the terms hereof. Each party will indemnify and hold harmless the other, from and against any and all claims arising out of any breach by it of this section 11.d).

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e.) The obligations of confidentiality set out in this section 11 will not apply in respect of uses or disclosures of Confidential Information where:

i. the disclosure consents in writing,

ii. disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the party proposing to disclose the Confidential Information gives the other party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or

iii. the party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this Agreement, The Confidential Information (A) is available in the public domain or is Public Data, (B) was disclosed to it by a third party without violating confidentiality obligations, or (C) was already known by it or was subsequently developed by it without any use of Confidential Information.

f.) All of Department's obligations hereunder are subject to the provisions of the Missouri Open Records Law, chapter 600, RSMo.

12. Protected Health Information

a.) HealthSpace will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (PHI) in accordance to the NIST 800-53 Security Guide should the Department require that HealthSpace, subcontractors(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of the Department. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

b.) HealthSpace will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

c.) Backups of PHI will be encrypted in accordance to secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.

d.) HealthSpace will implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.

e.) HealthSpace will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the Department upon request. HealthSpace may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

f. HealthSpace will provide reports or additional information upon request of the Department and access by the Department or the Department's designated staff to HealthSpace's facilities and/or any location involved with providing services to the Department or involved with processing or storing Department data, and HealthSpace shall cooperate with Department staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or Department law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HealthSpace shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the Department thereof.

g. HealthSpace will report any security incident to the appropriate Department identified contact immediately. If HealthSpace has actual knowledge of a confirmed data breach that affects the security of any Department content that is subject to applicable data breach notification law, HealthSpace shall:

i. Promptly notify the appropriate Department identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,

ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner

iii. Cooperate with the Department as reasonably requested by the Department to investigate and resolve the data breach,

iv.) Promptly implement necessary remedial measures, if necessary, and

h.) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

l.) Access to Department data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HealthSpace will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HealthSpace personnel assigned to this task order will be subject to appropriate security clearances granted in accordance to their assigned duties and responsibilities. All HealthSpace personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

13. Indemnification

a.) HealthSpace agrees that it will defend, indemnify and hold the Department harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of HealthSpace or its officers, employees, agents or assigns, except to the extent that any such liability relates to any actions of the Department, the Users or any other employees or contractors of the Department. The Department will immediately provide notice to HealthSpace in

the event of any such claim, and HealthSpace will have the right to defend and settle any such claims.

b.) HealthSpace agrees to compensate the Department for any loss or damages caused directly by HealthSpace to the Department's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.

c.) HealthSpace agrees to provide the Department proof of liability insurance prior to commencing work under this Agreement.

d.) The Department acknowledges that the licensed software provided by HealthSpace constitutes part of an information system to be used by the Department, its staff, employees and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

a.) All notices will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either party may request by notice. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To the Company:

HealthSpace USA Inc.
436 East 36th Street
Charlotte, NC 28205
Telephone: 1 (704) 519-8964
Web: www.hscloudsuite.com
Contact: Cameron Garrison, Director of Business Development
Cameron@hscloudsuite.com

To the Department:

Jackson County, Missouri
34900 E. Old 40 Hwy

P.O. Box 160
Grain Valley, MO 64029
Contact: Deb Sees
Phone: 816-847-7070

b.) If normal mail service or email are interrupted by strike, slow down, Force Majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the parties sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

15. Force Majeure

a. Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

a.) HealthSpace will comply with all applicable privacy laws, rules, and regulations of the jurisdiction in which the Department is located.

17. General

a.) This Agreement, the schedules and all attachments referenced herein will constitute the entire Agreement of the parties and will supersede all prior negotiations, proposals, and representations, whether written or oral.

b.) This Agreement may not be modified except by subsequent agreement in writing executed by both the Department and HealthSpace.

c.) It is mutually agreed by and between the parties that the relationship between the Department and HealthSpace will be that of independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. The Department is interested in the results achieved and the conduct and control of the work will lie solely with HealthSpace. HealthSpace is not entitled to any of the benefits the Department provides its employees. It is further understood that the Department does not agree to use HealthSpace exclusively. Moreover, it is understood that HealthSpace is free to contract for similar services to be performed for other parties while under contract with the Department.

d.) It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

e.) It is mutually agreed and acknowledged by and between the parties that any breach by it of this Agreement with respect to intellectual property rights to HealthSpace Software or Confidential Information may cause the other party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other party, and so upon such a breach the other party may seek injunctive or other equitable relief against the breaching party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.

e.) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of Missouri and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.

f.) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to

interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

g.) This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. The Department may not assign or transfer any interest in this Agreement without the prior written consent of HealthSpace.

h.) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

The terms of this agreement shall be subject to the terms and conditions of the RFP response by HealthSpace to the Department, included and referred to as Appendix B of this contract. In the event of conflict, the terms of the Purchase Order shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 11th day of February 2021.

For HEALTHSPACE USA INC.:   **For DEPARTMENT:**

_____   _____
Date   Silas Garrison, CEO   **Date   Signature**

Appendix "A"

Environmental Health Scope of Work

Modules to be configured for department and included in this contract:

a.) HealthSpace shall provide full functionality for the department to be able to conduct all of their permitting, inspection, data collection, reporting and management needs including inspections in the field for the following program areas:

- Food Programing
- Lodging
- Pools (seasons and year-round) permitting and inspections
- Childcare
- Frozen dessert license and testing
- Adult establishments
- Financial and receipting module, for all programs included in system
    - Ability to use system for credit, debit, and ACH payments
- Reporting capabilities for all programs included above
- Full capacity to perform inspections in the field on iPads or Windows Surface Pro devises (County chooses hardware). These devices have full functionality even when disconnected
- Ability to display inspection results online for general public, and provide a port for County constituents to be able to pay fees, and apply for permits and licenses online with the Health Department
- On-site training for department users for go live

Configuration Tools:

a.) Provided will be the Configuration Tools that provide the following functionality:

i. Form Builder: Form builder provides back end access to all tools/tables in the system, allowing the Admin user to add data entry fields, edit current data entry field formats, upload and hook up a printed output from any tool, modify variables of features on all tools/tables, add new tools/tables to the system, and manage the relationship between all tools and tables. HealthSpace staff will assist in using this tool during implementation.

ii. Violation Library: This tool allows the client to manage all aspects of the violation data that populates the inspections for all programs used, including library of items, selection types, scoring logic, predefined comments, violation municipal code library, printed output.

iii. Program and Permit Type Manager: Which allow the full management of all programs and their individual permit/license types.

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iiii. Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

Detailed User Manual and Training:

a.) Provided will be a thorough user's manual that covers all the features of the system, including the configuration tools.

b.) HealthSpace will provide onsite training at go-live for departments users.

Hosting

1. Service includes web hosting, data storage, data backup and publishing Public Data, which includes inspection information configured to meet the requirements of the Department,
2. HealthSpace will make reasonable efforts to ensure that the system servers are available at 99.999% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement. HealthSpace provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Exhibit C
3. HealthSpace will allow access, via the Internet, to the system servers.

Support and Maintenance:

1. Any issues or needs with ongoing use of the system can be handled by using the HSCloud Support Feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three business days. Any change or additional functionality requests - outside the scope of this contract - will be reviewed and assessed, and if approved, a quote for the work will be provided.

Appendix "B"
Response to RFP No 4-21

HealthSpace USA

Jackson County

Environmental Health

Response to RFP No. 61-20

Data Management System

for EHS ORIGINAL

Submitted to:

**Jackson County
Katelyn Edgar**

**Jackson County
Procurement
Department**

**415 East 12th St.
Room G-1
Kansas City, MO 64106**

Prepared by: Cameron Garrison

Submission Date: 11–16-2020

4.7.1 Cover Letter

November 17th, 2020

Katelyn Edgar
Jackson County
Purchasing Department
415 East 12th St.
Room G-1 Ground Floor
Kansas City, MO 64106

RE: Introductory Letter for Environmental Health RFP

Thank you for the opportunity to participate in this request for proposal (RFP). I am writing on behalf of HealthSpace USA Inc.

HealthSpace USA Inc. is a private corporation incorporated in the State of Virginia, with our corporate headquarters located in Bellingham, Washington. Our Federal Tax ID is 98-0338608. Founded 22 years ago, HealthSpace has grown into the premier provider of web-based and mobile solutions for Environmental Health Departments across North America.

HealthSpace has by far the largest user base of environmental health departments of any vendor in North America. At any one time there are several thousand EH professionals who are using our product concurrently around North America.

HealthSpace has over 500 city, county, and state environmental health departments using our highly configurable COTS products. Some of our large statewide EH clients - which means that all EH departments in that state use the HealthSpace system - include the State of Virginia, Florida, Oregon, Wisconsin, and Tennessee, among others.

This growth and diverse client base, has been achieved by providing our clients best in class technology available, provided by the most experienced staff, in the environmental health sector.

> *Recent contract award of note:* It is also worth noting, we were awarded and entered into a contract, in August of 2020 with the State of Colorado. Our flagship product "HS Cloud Suite" will be used for all EH programs in the State. Colorado

awarded HealthSpace the contract at the end of a very extensive RFP process - not dissimilar to Jackson County's - in which many vendors submitted responses.

The Colorado RFP contract award was just the latest affirmation that HealthSpace - and our "HS Cloud Suite" system - is the most modern, configurable and flexible solution for large scale, complex implementations in Environmental Health.

It should be noted that the State of Colorado went live with their first programs in HealthSpace in November 2020. A testament to the resilience, and configurability of the system, especially considering that the COVID-19 crisis hit right in the middle of the implementation schedule.

The HealthSpace Difference: One of the things that sets HealthSpace apart is our staff and their expertise. Our team has a combined total of over 200 years of experience working with Environmental Health Departments to meet their needs and provide solutions that make their departments more efficient, transparent, and help extend and improve the services they can provide the public for each budget dollar spent.

As CEO, I have spent much of the last 20 years working specifically on technology solutions for environmental health departments. I came to HealthSpace after a previous company I founded, that developed the first true mobile device solution for environmental health field staff, was acquired in 2014 by HealthSpace. HealthSpace also was able to retain several other key executives from the team at that company - these key staff represented the most experienced EH technology team in the country - after the acquisition.

The technology acquisition, and the direction my team and I envisioned for HealthSpace post acquisition, set the stage for the biggest leap in innovation in environmental health software in nearly twenty years.

The newest version of our system, "HS Cloud Suite" - which is the solution being proposed for the County - is a reflection of this innovation, and all of our years of experience, combining the latest in cloud based technology, as well as mobile app technology for iPad, Android or Windows devices, for work in the field.

Not Just a Vendor - A Partner: Think of HealthSpace as an extension of your staff. We do not need "ramp up time" to get to know how environmental health professionals work. We do not talk to our clients in "tech speak," but as expert partners in our clients important environmental health mission.

It is an important distinction, because the best tech minds in the world do not mean much if

they do not understand your important job, and how you use our product every day. Nothing is more frustrating than calling a vendor with a question, or for support, and realizing the person on the other end of the line does not have a real understanding of what you actually do or how you do it. Our knowledge base, and a core competency in environmental health, gives us the key advantage of being able to work with our clients to add value at all stages of the process, as well as provide the County valuable perspective and lessons learned from other similarly large environmental health implementations. This results in better configured systems, while steering clear of some of the nightmares large technology projects can be known for.

Our team knows that our clients are frequently asked to work on ever tighter budgets, while at the same time being asked to perform more EH services for the public. Whether issuing a permit, investigating a complaint, performing an inspection in the field - using iPads, Android tablets, or Windows devices - or running analysis and reports on your data, we understand the vitally important role that environmental health departments play in their communities, and we are pleased to provide the tools to help in that mission - all in a user-friendly, reliable, and easy way directly in a web browser.

We take our responsibility to make our clients lives easier - and more effective - very seriously, and it shows in our track record of service.

In the past 22 years our customer retention rate is 100%. That is a number we are very proud of because it is only achieved by providing great support after the sale and implementation of our products and services. We believe our track record shows the true value HealthSpace provides as a partner to our client agencies.

On behalf of myself, and all of us at HealthSpace, thank you for the opportunity to bid on your project, and for the time you will spend reviewing our proposal. We look forward to the opportunity to show Jackson County the HealthSpace difference, and to work with you on this project.

Sincerely,

Cameron Garrison

Cameron Garrison
Director of Business Development and Operations
HealthSpace USA
980-309-1749
Cameron@hscloudsuite.com

4.7.3 Remainder of request for proposal package - HealthSpace proposal:

*Vendor Note

We have tried to balance wanting to provide very detailed information about our company and product (we could go on interminably, as all vendors that are proud of their product likely could) against being careful to not monopolize reviewers limited time. We understand this is a large document and you have multiple submissions to review. With the immense flexibility of our system - and its' virtually unlimited configuration options, including the ability to flexibly configure how the County ultimately wishes to implement this project, by taking into account our consultation and case studies of best practices from other large implementations, we tried to answer in sufficient detail while preserving the County's ultimate option to use the systems' - and our implementation process' - flexibility to decide how best to structure the project if we are fortunate enough to be considered for an award.

We are happy to answer any further questions the County may have, that are appropriate, in the County's view, in the context of the procurement evaluation and award decision process.

All functionality described in this response is available to demonstrate, if selected to do so, or answer questions on in an interview - again if so honored by being selected to do so.

Thank you for your time, the opportunity to bid, and your consideration of our proposal.

Executive Summary and Overview

Understanding of County Needs and Overview of The Core Product Components Proposed in This Response

The Proposed Implementation for Jackson County Includes Three Core Components.

1. **HSCloud online enterprise application:** The HS Cloud Suite product (HSCloud) is the first
   ever ***completely configurable*** web-based application for health departments. The reason our configurability options are so unique is because we are now able to allow our clients to do with configuration what has historically required custom code, and still does for most other products in the government tech space.

   Being able to configure, without writing new custom code, for virtually unlimited options, and County specific features, is a very key point, because while the core mission of each of our environmental health clients is similar, each department has their own unique way of doing business in compliance with the codes and regulations of their state and county.

This "similar" - but not the "same" - situation is what led us to develop HS Cloud Suite. No two departments collect the exact same data, or in the exact same way. "Similar to" is simply not good enough. So HS Cloud Suite allows the department to collect the exact fields, on their exact forms, with their own business rules, exactly the way that they want to, for all of the program areas they regulate.

There are never any fields in the application that you're asked to "use as is" or "ignore - or leave blank- if you don't need it" Even down to the names of the fields you put data in, everything is configured for your agency, and what *you* call it at *your* agency. This makes all elements of the system instantly recognizable to your staff, because it is specific to Jackson County Environmental Health Department.

This makes a big difference in user friendliness, lessens user frustration during go-live, increases acceptance by staff, and avoids complicated and costly extra training time spent trying to reprogram your staff to do business the way the *software* wants it to be done. Instead, HS Cloud Suite is configured to function and do business the way *you* want to. We believe you should dictate how your system works for you, not the other way around. This is something we have focused heavily on as a direct result of client feedback about their frustrations with past system implementations with other vendors.

We also allow you to generate your exact forms to be printed, emailed, or faxed out of the system ie: inspections, complaints and investigations, invoices/renewals, permits etc., exactly how your forms are, not a generic form, or a computerized "approximation" of your forms. In fact, as part of our work in replying to this RFP, we have already set up a system instance where we are putting some of the County's forms into the system, and will be able to demo examples of **your** forms to you if requested to do so in a demonstration. This rapid configurability results in much faster implementation times than traditional software vendors can provide. It also provides for a much more satisfactory end product than other vendors in this market have, at least historically, been able to provide.

HS Cloud is the core of the system, the nerve center for your department, with all functionality accessible 24x7x365 in a browser, with seven-nine (99.99%) uptime.

This proposal includes a fully configurable system that the County is requesting to effectively manage your programs and your staff.

The System also provides the following standard features and capabilities for all programs the County listed for implementation, *including, but not limited to:*

- Food establishments
- Aquatic Venue Inspections
- Lodging inspections
- Adult entertainment inspections
- Temporary events
- Farmer's markets
- Soft serve ice cream testing
- Complaint module (including food-borne illness, Code violation, and COVID-19 related)
- Scheduling and employee tracking capabilities (including mapping and routing abilities)
- Field inspections on iPads, Android, or Windows devices. The field application has the ability to work completely disconnected without an internet connection on any of these devices.
- Billing and Financial module and tools (with available credit card processing) and integration for external County systems needed for financial and other information
- Permit issuance and management - including batch renewals
- Complaint and investigation management (for all types/programs laid out in the RFP)
- The most intuitive and powerful ad-hoc reporting tools available for environmental health. If you collect the data, in any of your programs, you can run a report on it with just a few clicks without any knowledge of databases or query writing.
- Online publishing of inspection data for public consumption
- Ability to accept applications and payments online
- Integration to third party systems required by the County
- Unlimited document storage - including photo, video, and audio files

With a network uptime of 99.99999%, the HSCloud web app is available 24x7 from anywhere you may be. Get a request for information, or for a report from political leadership, one evening or on a weekend? No problem - authorized staff can login from home, or anywhere with a web connection to run a report, or perform any aspect of their job.

All inspections, or other data, performed by your department using HS Cloud can be automatically posted to the web for the public - on a url of the County's choosing - based on whatever rules and guidelines your department wants to use to post such information online.

We also can provide a password protected online portal for constituents that own facilities you regulate. Allowing them to log in and interact with the agency if you would like them to be able to do so. For example, accessing permit information, paying fees, fines etc. All at no additional cost.

Another big advantage of HS Cloud, is that as a web-based, hosted, application it requires no additional investment in separate software licenses, or hardware infrastructure *(other than mobile tablets for field staff)*, of any type by the County in order to fully run the system. All costs of implementing are included in our fixed price,

see cost proposal, with no surprises or third party purchases required by the County.

Integration and interoperability is another strength of the system. Any data in HS Cloud can be exported, and/or, integrated - via real time or batch updating - to or from the HS Cloud system, integrating any other databases or systems the County has now, or in the future. Including all of the system integration points listed in the RFP.

2. HS Touch mobile app: *Work In The Field - "There's An App For That"*

When it comes to working in the field - as the Apple commercials used to say - "there's an app for that." Health Space is the leader in mobile solutions for environmental health field work.

Once the County has implemented the system, staff simply download the app from the Apple or Google Play App store, or install on a Windows device. When the app downloads, and the inspector logs in with their unique user ID and password (or their fingerprint) the app automatically configures with your departments forms, codes, and data. From there your staff is ready to begin to securely us an iPad, Android tablet, or Windows device, to perform inspections and many other job duties in the field.

Each license type, and associated forms, required in this RFP, are available for your field staff to perform their jobs using those forms, whether it be complaint investigations, notices of violations, inspections, etc on mobile devices in the field. These mobile tools allow your staff to perform their day to day jobs using devices they are already familiar with and use in their own daily lives.

The field app has many additional powerful features. For example, it allows for pictures to be taken in the field using the devices camera and seamlessly then includes them in inspections or other documents you need them in - it can even accommodate video.

The mapping software, native to all tablets, can be tied in to your scheduler, and the scheduler routing tools, helping inspectors order their day more efficiently and within the priority categories and policies of your department. Also, having a tablet - or other device - allows you to keep in touch with your staff electronically through the day, even sending alerts to one, several, or all of your team in the field at any time. Alerts can also be sent to staff cell phones in the field, if needed.

The mobile Apps can operate in a "disconnected" mode in the field. So if you choose not to buy a data plan for your field staff, or if the connection they have is weak, the system runs all features fully offline. Once the field staff do have an internet connection they can simply sync and the data collected while in the field is loaded into the County's main cloud system. All data sync - both up and down - are fully encrypted, allowing inspectors to connect at public hotspots, for example a coffee shop, without concern about the security of the County's data.

The apps are native for Apple iOS app, Android OS, or on Windows devices and the client can choose the platform(s) they wish to use.The County may also choose to mix and match hardware. For example, some field staff could be on Windows devices, while others have a combination of iPad and Android tablets. There is no additional cost for using multiple hardware types in the field - other than of course the cost of the tablets the County chooses to procure. This allows the County to "test" various devices over time to decide long term which devices they like best for their long term needs in the field.

The app is as easy to use as any of the dozens of commercial apps your staff are already interacting with on their personal devices everyday. So performing inspections and other required field work, in the HSTouch App, becomes virtually as easy as ordering something on Amazon.

Robust Reporting Without Writing Queries:

3. **HSData:** The third core component of our system - HSData - is an advanced reporting suite of tools, fully integrated into the web-based application, that includes a dashboard of reports you look at and use often, simply one click and an updated report is there. It also includes advanced configurable reports to meet the needs of every program in your department, including the ability to allow users to look at their data in new, unexpected ways (ad-hoc) so your department can use your data to answer any question to make program decisions, or answer those random, unpredictable inquiries every department gets from political leaders, the mediaetc.

3.0 SCOPE OF SERVICES

3.1. The Successful Respondent must have access software with IOS, Android, or Windows laptop.

Proposer response: HealthSpace is a 100% browser based application. We support Microsoft edge, Google Chrome, Safari, Firefox. We also have an app that can be downloaded from the Microsoft or Apple App store to allow inspectors to do inspections, offline, in the field on any laptop, tablet, or iPad device.

10. The Successful Respondent must have the ability to work offiine.

Proposer response: See above response. The HSTouch App works offline, disconnected from the internet, for work in the field. *Also see product overview and details section previous to this section.*

11. The Successful Respondent will manage established permits and inspections including automatic billing, automatic email to multiple emails and online submission of documents such as building plans for:

11.l. 1 Food Establishments: to include plan review, pre-opening, remodel, change of ownership, catering, HACCP, vending, routine, and complaint inspections.

2. Aquatic Venue Inspections

3. Lodging Inspections

4. Daycare Inspections

5. Adult Entertainment Inspections

6. Temporary Events

7. Farmer's Markets

8. Soft Serve Ice Cream Testing

Proposer response: HealthSpace understands and accepts all program areas in this scope. HealthSpace has done all of these regulatory program areas in previous implementations. All features of the system will apply to each area above (billing, online applications, permits, complaints, inspections etc.) All inspections for each of these areas can be done offline in the field.

4. The Successful Respondent will offer easy and secure online billing and payment.

Proposer response: HealthSpace provides an online portal for citizens to pay bills, renewals, and apply for new permits online 24x7/x365

5. The Successful Respondent complaint management will include:

5.a. 1 Submission of Complaints

2. Outcome of Complaint

3. Type of Complaint (Foodborne Illness or Code Violation)

4. Easily loads into a report for a specified time period

Proposer response: HealthSpace has all of this functionality off the shelf, and all functionality detailed here is included in this proposal.

6. The Successful Respondent shall have public access to inspections.

Proposer response: HealthSpace allows all clients to make inspection results (of their choosing) available online for the general public. Department may choose which inspection types, and which programs, they wish to display inspection results online for the public for.

7.   The Successful Respondent shall have the ability to easily load historical inspection results.

Proposer response: This proposal includes a data conversion from legacy database(s) for up to 7 years of historical data.

8.   The Successful Respondent will be able to easily create reports. Must include a custom report for priority violations on a weekly basis. Data should be easily separated by zones and priority of establishment.

Proposer response: HealthSpace includes unlimited "canned" reports for each client, as well as an ad-hoc report creator tool, that can generate all reporting requirements of this RFP, and can also do much more than was requested in the RFP.

9.   The Successful Respondent will be able to easily create or edit forms.

Proposer response: One of the most unique features of the HealthSpace system is the ability for departments to create, and modify forms without having to ask the vendor to make programming changes to the system. New forms can be added from scratch, existing forms edited and modified at no cost, with no programming, and in real time.

3.IO   The Successful Respondent will have the ability to attach signatures and photos.

Proposer response: HealthSpace supports signature capture on all forms (including offline in the field), and supports unlimited attachments on any record in the system. For inspectors in the field, the application integrates the devices camera for seamless capture and inclusion of photos in inspection reports.

11.   The Successful Respondent will provide data that can be easily converted to a new format.

Proposer response: All data is stored in the system in MS SQL. It can be exported at any time to flat files, Excel, or SQL backup file and downloaded.

12.   The Successful Respondent must be financially capable and solvent to fulfill the Scope of Services for this Request for Proposal.

Proposer response:

Proposer Note: The Company's DNB does not appear to reflect accurate information, such as head count, revenue etc. HealthSpace is happy to provide financial statements, separate from an RFP response that could become a public record, as DNB is not an accurate reflection. We have begun the process to try to get them updated information, but as of the deadline it was not available.

4.7.10 CONT:

Proposer response: Please see the sample project plan and roles grid above. Once a contract is executed, your lead sr. project manager - will come on-site (pandemic permitting), along with the projects assigned business analyst, one of the two assistant project managers that will be assigned to the implementation team, one of the two configuration specialists, and a data specialist. All will be present on-site to establish relationships with the County's project lead and to meet, orient, set the tone, and work with County stakeholders to set the project up for success and to begin the configuration and implementation process. One of the advantages of our experience, technology, and our approach to implementing that technology, is an overall light footprint in terms of required dedicated resources by the County. The County has an agency to run, and interruptions to that main goal for implementation of the system are kept to a minimum.

With the exception of the County designated project lead, the impact on the rest of the County staff is expected to be fairly minimal. HealthSpace will always work to maximize these individuals valuable time, only taking it when it is in the absolute interest of the success of the County's implementation to do so.

It is requested the County designate one stakeholder from each of the program areas from environmental health (ie: Food Safety), that will follow the project through all phases - as needed - to assist in the development of high level needs assessment, business rules and flow guidance and approval, and identifying any specific concerns and goals for each of their program areas. In this phase, it is also recommended that the County designates a person who is familiar with the County's current datasets to begin high level analysis and discussion of the data conversion process to come.

The County and HealthSpace teams will work together to set up the project for success, and complete an executive review of requirements, project challenges including risk mitigation, and scope - including :
 • Identifying business rules and workflows, with HealthSpace making suggestions as to where the system can improve them
 • Go through, high level at this stage, the data conversion requirements
 • Review of third party system integrations required in RFP
 • Gather information required to quickly develop a mutually acceptable - resource loaded - final project plan - with firm milestones - for this implementation.
 • Work with the County project lead, and stakeholders, to establish mutually acceptable project communication plans, project reporting and metrics - along with risk mitigation - for the successful

measurement, tracking, and completion of this project. Including:

- Weekly written reports, which will include information on work completed, work planned for the following week, any preliminary findings, identified risks and any issues to be addressed.
- Weekly metrics against the project plan to measure the progress of the project.
- Scheduled deadline dates for the identified deliverables.

- Responsible for minutes for all meetings and shall deliver the minutes to Identified Project Lead within two business days of each meeting. The minutes shall, at a minimum, list the attendees, summarize the major transformation related topics discussed and include any action items, recommendations and decision points.

- Provide - and keep updated - project schedule with key milestone dates within the first month of the contract.

- Project Manager will describe problem resolution identification management.

- Project Manager will describe its change control/request process.

• As the HealthSpace system has the ability to perform additional functions over and above the baseline of what was requested in the RFP, we will work with the County to perform a detailed needs assessment and gap analysis. Using an orientation of the power of the HealthSpace system, it's features, and it's configurability/customization, so the County can fully utilize all of the features available in the system, in compliance with the County's regulations and policies as outlined, and responded to, in this RFP.

• Work with the designated stakeholders across each program area in the department - as described above - to determine the implementation approach that will work best for each program area of the department, either "all at the same time" or "program by program." HealthSpace has the ability to do either method and the project team will work with the County project lead, and stakeholders, to discuss the Pro's and Con's of each approach, and help analyze what approach will work best for the County on this project.

• Provide access to configuration, and reporting tools - including a list of standard reports available - and provide high level orientation/training of the County project lead, and any of his/her designees, in how these tools work and help the County utilize the power of the system and it's tools.

• Make versions of the offline field App available to stakeholders - for iPad, Android, and Windows - so the County can begin playing with the field

HS
HEALTH SPACE

application on multiple devices, allowing the County to work with HealthSpace in an educated, fully informed way on hardware procurement. The County may

4.7.11 Maintenance, Warranty and Support:

Proposer response: HealthSpace has standard procedures for rollout of new features and modifications to production environment for clients. All changes are deployed to UAT for verification and testing by the client, and only deployed to production upon signed verification of a pull request to code for production. This is always accomplishable without any system downtime. All documentation, if applicable, is updated to reflect new functionality or features. HealthSpace has a response matrix that categorizes errors by severity, with response/resolution times (see included chart)

SaaS Severity Level	Target Response Time
SaaS Severity Level 1: *Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.*	*Request Response Time: 30 minutes.* *Request Resolution Time Target: < 2 hours.* *Maximum Permitted Request Resolution Time: < 48 hours*
SaaS Severity Level 2: *Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.*	*Request Response Time: 1 hr.* *Request Resolution Time Target: < 4 hours* *Maximum Permitted Request Resolution Time: < 96 hours*
SaaS Severity Level 3: *Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.*	*Request Response Time: 1 hr. during Business Hours* *Request Resolution Time Target: < 6 hours* *Maximum Permitted Request Resolution Time: < 7 days*
SaaS Severity Level 4: *There is a problem or issue with no loss of service and no business impact.*	*Request Response Time: 1 hr. during Business Hours* *Request Resolution Time Target: < 24 hours* *Maximum Permitted Request Resolution Time: < 7 days*

Appendix C
Contract Fees and Payment Schedule:

a.) The fees payable under this Agreement are as follows:

- Configuration, data conversion, and implementation to HS Cloud Suite for the programs listed above is:

  $ 27,995.00

- The annual cost for warranty, hosting, maintenance, and support for onsite is

  $19,800.00

b.) Payment schedule and terms:

- 50% ($13,997.50) of /set up fee, and 50% of the first-year license, hosting, maintenance, and technical support ($9,900.00) due upon execution of contract.
- 25% of setup fee due upon successful data conversion
- Remaining 25% of setup fee, and remaining 50% of first year license, hosting, maintenance, and technical support due upon go live.
- 2nd year license, hosting, maintenance, and technical support due February 1st, 2022, and on anniversary thereof after.

Term:

a.) The term of this Agreement will commence March 1st, 2021 and run until February 28th, 2026.