

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-77 A1

SAP Number

COUNTY ADMINISTRATIVE OFFICE

| | |
|---|--|
| Department Contract Representative | <u>Steven Raughley</u> |
| Telephone Number | <u>(909) 387-4812</u> |
| | |
| Contractor | <u>Plante & Moran, PLLC</u> |
| Contractor Representative | <u>Furney Brown</u> |
| Telephone Number | <u>(248) 223-3396</u> |
| Contract Term | <u>February 11, 2020-February 10, 2022</u> |
| | |
| Original Contract Amount | <u>\$603,000</u> |
| Amendment Amount | <u>\$27,000</u> |
| Total Contract Amount | <u>\$630,000</u> |
| Cost Center | <u>110000100</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereafter referred to as "County," and Plante & Moran, PLLC, hereafter referred to as "Consultant," on February 11, 2020, entered into an Agreement for Health Insurance Portability and Accountability Act (HIPAA)/Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) Privacy and Security Risk Analysis services; and

WHEREAS, the initial term of the Agreement was for one year; and

WHEREAS, due to the unforeseen impacts of the novel coronavirus pandemic impacting the ability to complete the services provided under the Agreement and the need to expand the initial scope of work, the parties desire to extend the term of the Agreement by one year;

NOW, THEREFORE, the County and Consultant mutually agree to the following:

The Agreement is amended from its original form as follows:

All references throughout the Agreement to the "HCC Department(s)" shall read "HCC Department(s) and the Sheriff's Department."

Section III. CONSULTANT RESPONSIBILITIES

Paragraphs A.5. and 6 are added as follows:

5. **Sheriff's Department HIPAA Risk Analysis (45 C.F.R. §164.308(a)(1)(ii)(A)) and HIPAA Security Rule Gap Analysis.** Upon completion of the Category 1 and 2 analysis for the HCC Departments, Consultant shall conduct a HIPAA Risk Analysis and HIPAA Security Rule Gap Analysis, as described in Section III A.. 1, and 2. above, for the Sheriff's Department.

The Sheriff's Department shall appoint a designated representative/Project Manager to discuss and agree upon the specific timeframes and tools that will be used in providing services pursuant to this portion of the Agreement to minimize any potential impact to the Sheriff's Department. Prior to engagement in assessment activities, Consultant shall receive approval from the designated representative of the Sheriff's Department.

6. **Sheriff's Department Privacy Rule Gap Analysis and HIPAA Physical Assessment and End User Security Awareness Assessment.** At the same time Consultant engages the HCC Departments for completion of Category 3 analysis and 4 assessment, Consultant and the designated representative for the Sheriff's Department shall meet and confer as to whether Sheriff's Department will be included in that portion of the Project. If Sheriff's Department elects to utilize Consultant to perform the Category 3 analysis and Category 4 assessment, Consultant shall do so in accordance with the description of each element above.

Paragraph B.9.A is amended to read:

A. As described in more detail in Section 6 of this SOW, Consultant shall provide a series of formal Presentations with question and answer segments for each HCC Department and the Sheriff's Department, as well as for members from the Department of Innovation and Technology (IT) (formally Information Services Department), County Counsel, and County Administrative Office (CAO) management and representatives, and other potential invitees.

Section VII. FISCAL PROVISIONS

Paragraph A. is replaced with the following:

A. The maximum amount of reimbursement under this Agreement shall not exceed \$630,000, consisting of the fees detailed on Attachment B, which amount is inclusive of all travel fees, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Categories 3 and 4 line items costs are stated as "not to exceed costs" as illustrated on Attachment B.

Invoices shall be submitted monthly in arrears and shall include an itemization referencing the Project milestone/task/deliverable consistent with the Scope of Work comprised of the department name that services were rendered to, the length of time spent on the identified services, milestones, tasks and deliverables completed.

X. TERM OF AGREEMENT

The first paragraph of this Section X is deleted and replaced to read:

This Agreement is effective as of February 11, 2020, and is extended from its original expiration date of February 10, 2021, to expire on February 10, 2022, with one, one-year option to extend. The Agreement may be terminated earlier in accordance with provisions of this Agreement. All options to extend require an amendment to the Agreement approved by the Board of Supervisors and Consultant.

ATTACHMENT B

The replacement to Attachment B Cost is attached to this amendment No. 1.

EXHIBIT A

Add the following location information to Exhibit A:

| DEPARTMENT | LOCATION/FACILITY | TOTAL NUMBER OF DEVICES (or IPs) to be scanned (estimated) | TOTAL NUMBER of EMPLOYEES (HIPAA focused) (Fiscal Year 2019-202) |
|----------------------|--|--|--|
| Sheriff's Department | 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739 | 362 | 381 |

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

COUNTY OF SAN BERNARDINO

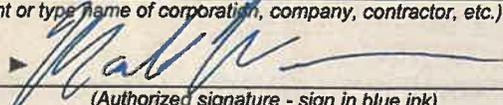
► 
 Curt Hagman, Chairman, Board of Supervisors

Dated: FEB 09 2021
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
 Lynna Monell
 Clerk of the Board of Supervisors of the County of San Bernardino
 Deputy



Plante & Moran, PLLC
 (Print or type name of corporation, company, contractor, etc.)

By ► 
 (Authorized signature - sign in blue ink)

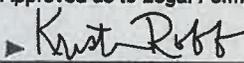
Name Mark Warner
 (Print or type name of person signing contract)

Title Management Consulting Partner
 (Print or Type)

Dated: 1-29-2021

Address 3000 Town Center, Suite 400 Southfield, MI 48034

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► 
 Kristina M. Robb, Supervising Deputy County Counsel
 Date 2/2/21

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► _____
 Date _____

ATTACHMENT B (REPLACEMENT)

In accordance with the terms of the Agreement, Consultant agrees to provide the Services as described in the Agreement according to the following cost schedule. The costs take into account the following:

1. For each department, all vulnerability scans are to be performed from a single-location (i.e. Data Center).
 - a. Sampling methodology required for departments with IPs greater than one-thousand (1,000).
 - b. Vulnerability scan type is credentialed and preferred; use of non-credentialed scans require notation.
2. For each department, all internal penetration tests are to be performed from a single-location (i.e., Data Center).
3. Healthcare related devices/equipment are not included in the vulnerability scan process.
4. A health-check follow-up is included for each department that must occur twelve (12) months after department assessment.
5. One assessment will be completed for each department over the course of the Agreement term. Individual departments that require assessments to be completed annually, may negotiate directly with Consultant for such additional assessments.

CATEGORIES 1 AND 2:

The combined cost for completion of Category 1 and Category 2 tasks as defined in the Agreement for all departments within the Health Care Component shall be \$500,000.

The cost for completion of Category 1 and Category 2 tasks as defined in the Agreement for the Sheriff's Department shall be \$20,000.

CATEGORIES 3 AND 4:

The cost for the completion of Categories 3 and 4 shall not exceed:

Category 3:

| | |
|---|----------|
| a) Information Services Department | \$10,000 |
| b) Arrowhead Regional Medical Center | \$15,000 |
| c) Behavioral Health Department | \$5,000 |
| d) Department of Public Health | \$5,000 |
| e) Aging and Adult Services | \$5,000 |
| f) Auditor-Controller/Treasurer/Tax Collector | \$5,000 |
| g) Board of Supervisors | \$5,000 |
| h) County Administrative Office | \$5,000 |
| i) County Counsel | \$5,000 |
| j) Human Resources – Employee Benefits | \$5,000 |
| k) Risk Management | \$5,000 |
| l) Sheriff's Department | \$5,000 |

Category 4:

| | |
|--------------------------------------|----------|
| a) Information Services Department | \$5,000 |
| b) Arrowhead Regional Medical Center | \$10,000 |
| c) Behavioral Health Department | \$2,000 |
| d) Department of Public Health | \$2,000 |
| e) Aging and Adult Services | \$2,000 |

| | |
|---|---------|
| f) Auditor-Controller/Treasurer/Tax Collector | \$2,000 |
| g) Board of Supervisors | \$2,000 |
| h) County Administrative Office | \$2,000 |
| i) County Counsel | \$2,000 |
| j) Human Resources – Employee Benefits | \$2,000 |
| k) Risk Management | \$2,000 |
| l) Sheriff's Department | \$2,000 |