Environmental Health Software
LICENSING AND SERVICE

AGREEMENT

Between

City of Joplin Health Department

321 East Fourth
Joplin, MO 64801
and

HealthSpace USA Inc.

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ENVIRONMENTAL HEALTH SOFTWARE LICENSING AND SERVICE AGREEMENT

THIS CONTRACT, is made and entered into this ___ day of _____, 2015 by and between the **City of Joplin Health Department** hereinafter referred to as the "Department" located at 321 East Fourth, Joplin, MO 64801 and HealthSpace USA Inc., an independent contractor, hereinafter referred to as "HealthSpace", with its corporate office located at 114 W. Magnolia Street, Suite 400, Bellingham, WA 98225

WHEREAS, the Department has the right to contract with any individual or a public or private agency to furnish services on behalf of a city or general health Department for such time and for such compensation as may be agreed upon by the board and the individual or agency; and

WHEREAS, the Department desires to purchase environmental health software ("EnviroIntel Environmental Health Software" or "EHS"), user licenses, data hosting and support/maintenance services from HealthSpace; and

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

1. Definitions

a) "Annual Support/Maintenance Fee" means the fee charged for all regular services in the Department's contract year and includes hosting, online training, telephone and online support, system maintenance and upgrades and limited system configuration.

b) "Client Software" means software that is required to operate EHS on a computing device enabling EHS to operate disconnected from the Internet. The Client Software is part of the License described in Section 3 of this Agreement and is based on IBM Notes and is installed on each Licensed User's computer.

c) "Custom Development" means alterations to the Standard Modules requested the Department to meet specific needs that cannot be achieved in the configurable system settings. Custom Development is done as a fixed rate addendum to the Environmental Health Software Licensing and Service agreement.

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

e) "Public Data" means any and all information entered into or stored in the system by the Department or by HealthSpace on behalf of the Department that is published and available to the general public.

f) "EHI" means personnel employed or contracted by the Department involved in surveillance and regulatory enforcement such as an Environmental Health Inspector, Sanitarian or Environmental Health Officer.

g) "EHS" means HealthSpace's EnviroIntel Environmental Health Software, the entire set of software and services based on Ei Root delivered by HealthSpace under this Agreement.

h) EHS is comprised of several technical components:

i) "EHS Databases" means all the databases supplied or built by HealthSpace as part of EHS.

ii) "Public EHS Databases" means EHS Databases which are accessible to the general public via EHS Public Facing Web interface.

iii) "Shared EHS Databases" means EHS Databases which are available to more than

one of HealthSpace's clients, such as shared discussion forums, but which are not accessible to the general public.

iv) "Operational EHS Databases" means those databases used by EHI.

i) "EHS Database Design" means the design of the IBM Notes databases and ancillary programming supplied by HealthSpace and used in EHS including all documentation and other information contained in EHS Databases.

j) “Ei Root” means the template on which EHS is based.

k) “HSP” refers to the HealthSpace Support Plan, which defines the working relationship between HealthSpace and the Department. The HSP is attached as Appendix “A“.

l) “License Fee” means a perpetual license for each Licensed User and is the initial purchase price for the system and lasts for as long as the contract is in place or renewed. The fee includes deployment, training and first year’s support and maintenance. The license is for the number of users whether they are concurrent or not.

m) “Live Date” means the date the system meets the basic requirements of the Department and is available for data entry.

n) “User” is defined as anyone who requires access to the EHS system, whether or not employed by the Department on a fulltime basis. There are 2 types of User, defined as follows:

i) “LU” Licensed User is defined as a User who contributes data to the EHS system on behalf of the Department as a Department employee or contractor or person otherwise associated with the Department. Clerical personnel who enter data generated by a supervisor or co-worker other than billing or complaints are not considered a Licensed User. Managers who only view data and do not contribute data or develop reports are not considered Licensed Users, but can be licensed to access the system under as a non-licensed user.

ii) “Non Licensed User” is defined as anyone requiring access to the EHS system who is not an LU includes senior management, clerical staff and students.

o) “PAC” means the Primary Administrative Contact and is the person who acts as a central point of contact between the Department and HealthSpace and who delivers decisions on operation and design matters with the full authority of the Department.

p) "Servers" means servers operated and maintained by HealthSpace on which EHS data is stored and accessible by the Department.

q) “Standard Modules” means the environmental health inspection, administrative and reporting functions of EHS including the configurable options that can be set in the configurable system settings.

r) “System Live Date” means the date EHS has been deployed and is ready for the Department to enter actual inspection data.

2. Scope of Service

a) HealthSpace will install and support the standard EHS inspection modules and functions of EHS that apply to the surveillance and regulatory requirements of the Department including the following functions:

i) Administration information such as workload/time tracking, resource use by facility type and EHI, activity reports for management and other agencies.

ii) Repository for on-line regulations, policies, etc.

iii) Data export facilities for accounting data from the billing module to the Department’s central accounting system, if required. This includes a standard data

interface to transfer data to the Department or County accounting system general ledger. If special needs are required beyond the transfer of data then a custom application can be developed on a fixed rate contract.

iv) Internal discussion forums.

v) Violations tracking.

vi) Web hosting and publishing of the Department's public data (if required) which includes inspection information configured to meet the requirements of the Department. An optional web portal can be developed for the Department to enable on-line payments for services and permits, requesting services, tracking of approvals and outbound email system systems for issuing bulletins, alerts and educational material using streaming video.

vii) Tracking and data transfer of samples for food, water, rabies between the lab and the Department and automatic merging of sample data from labs into original inspection/sample reports. This service is subject to the lab's cooperation in using standard protocols and database structures.

viii) Data delivery to state or municipal government agencies using electronic reports and data transfer to existing systems using common formats.

b) HealthSpace will extend emerging technologies to the Department developed by HealthSpace related to HealthSpace EHS. HealthSpace reserves the right to select appropriate technologies that, after evaluation and feedback from its client base, are identified as achievable, sustainable, and provide a significant advantage to the majority of its client base.

c) HealthSpace will support the use of EHS on desktop, laptop and tablet PCs using Microsoft Windows 7 and Windows 8 tablets. An optional inspection application is available for iOS and Android tablets covered under a separate license.

d) HealthSpace will provide approved systems development, modifications and support in accordance with the HSP.

e) HealthSpace will provide such information as necessary for the Department's staff to configure its firewall to allow Department staff to access the HealthSpace Servers.

f) HealthSpace will provide complete training for the Department's staff during the implementation/set-up period that will include at least one on-site staff training with all travel and accommodation expenses related to HealthSpace trainers for these trainings to be covered by the Department. All reimbursement expenses such as airfare, lodging, vehicle rental and meals, etc. shall comply with Department reimbursement cost guidelines that are in force from time to time. Training will cover all regular duties needed to run the Department's system as well as equipping them to install the Client Software, EHS Databases and troubleshoot simple common problems. The training will include operation of EHS but not operation of the computer operating system or hardware which is the obligation of the Department.

g) HealthSpace will deliver its standard training curriculum and material.

h) HealthSpace may provide additional "on-site" training over and above training provided during the system deployment and roll out phase, as described in (f), for the Department at no additional cost should the Department PAC request it, provided that training facilities are made available and that any expenses incurred by HealthSpace staff are paid by the Department.

i) HealthSpace will provide reasonable live on-going training using web conferencing or online training videos, as required by mutual agreement with the PAC and HealthSpace, as part of the Support/Maintenance package.

j) HealthSpace provide access to its library of report templates to department staff to meet

its reporting requirements and provide training on the use of the EHS ad hoc reporting functions and SQL Report Writer. Modifications to existing report templates may be done as a fixed price contract addendum.

k) HealthSpace will perform all maintenance as follows:

i) Maintaining and upgrading, as required, HealthSpace Servers including the installed server software

ii) Maintaining the structural integrity of all EHS and Department databases including upgrades to the server application.

iii) Correction of all errors in the EHS Database Design.

l) Development of an additional Module or functionality which is not a standard EHS feature, requested by the Department. The cost of the requested feature will be done as a fixed price contract addendum.

m) HealthSpace will make reasonable effort to ensure that the EHS servers are available at all times for the Department's use including the Department EHS public web data. Natural disasters, acts of terror, acts of God or misuse by the Department will be considered beyond HealthSpace control.

n) HealthSpace will allow access, via the Internet, to its servers for replication, internal email and outgoing external email and provide limited storage of email history.

3. License to Use Software

a) Subject to the terms and conditions specified in this Agreement, HealthSpace grants the Department and its successors the right to use the EHS Database Designs for the duration of this Agreement. The Department must purchase a License for each LU on the system. The initial License is a perpetual license and runs for as long as the Department uses the system and includes all components of the Client Software.

b) HealthSpace will provide sufficient software licenses and upgrades of the Client Software required for the number of LUs using EHS.

c) The Department is responsible for and agrees to abide by all the provisions of applicable license agreements and shall ensure that the Department staff complies with the license agreements.

d) If the Department adds EHS users, it agrees to purchase sufficient licenses for the additional staff.

4. Ownership of Software and Data

a) HealthSpace warrants to the Department that HealthSpace is the developer and owner of EHS Database Design and has full rights to the Client Software and has the right to distribute to the Department required licenses to operate EHS.

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 EHS Database Design by HealthSpace and/or the Department's rights under this Agreement, HealthSpace agrees to, at its own expense, defend 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 because of such suit or claim, EHS Database Design is held to constitute an infringement of any United States copyright or patent and use of the licensed software by the Department is thereby enjoined, HealthSpace shall, at its own expense, either procure for the Department the right to continue using EHS Database Design or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it shall be non-infringing, provided that this Agreement has not been terminated.

d) All Data 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. HealthSpace, its agents or affiliates have no interest in or right to Department data.

5. Obligations of the Department

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

i) PAC.

ii) Alternate PAC.

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

c) All newly designated PACs and Alternate PACS must receive a HealthSpace designed and delivered training and existing PACs must receive annual refresher courses. Training may be done electronically.

d) The Department will be responsible for travel, housing and venue costs for staff and HealthSpace instructors related to training.

e) The Department will provide access to HealthSpace's online learning material for all staff and LUs using the system.

f) The Department agrees that its staff will follow and abide by the procedures and methods outlined in the HSP for all module design changes and the addition of new modules.

g) The Department is responsible, with support from HealthSpace, to install, and configure the Client Software on the Department computers.

h) The Department will supply all necessary hardware to operate the EHS client software.

6. Fees

a) The fees under this Agreement are as follows:

System Set-up	$	3,000
System License (per LU @ $1,600 X 5 LU)	$	8,000
Maximum Travel and Expense Allowance	$	1,200
Annual Support/Maintenance after installation year ($640 X 5 LU)	$	3,200

b) The System Set-Up Fee and the System License Fees will be due and payable upon the signing date of this Agreement by the Department.

c) The Department will pay all applicable taxes and travel costs in addition to the amounts computed above.

d) Annual Support/Maintenance Fees are included at no additional cost for the first year of this Agreement. Payment will be due on the anniversary date of this Agreement thereafter.

7. Term

a) The term of this Agreement shall be from May 1, 2015 to April 30, 2018.

b) This agreement will automatically renew under the same terms and conditions for one year at the expiration of the term if the Department does not enter into a renewal agreement or serves notice, as prescribed herein, to HealthSpace of its intent to cancel the HealthSpace service.

8. Software System Upgrades and Changes

a) The System License Fee includes all subsequent core system upgrades and changes instituted by HealthSpace after deployment. It does not include design changes to modules deployed for the Department that are outside the normal configuration options of EHS. Custom development requirements are identified in the system set up phase and are added as a fixed price addendum to this agreement.

b) System upgrade changes initiated by HealthSpace that affects the Department's system in terms of changes to the original design and functionality will be corrected, if necessary, by HealthSpace at no charge to the Department.

9. Escrow and Intellectual Property

a) The EHS Database Design shall, at all times, remain the property of HealthSpace, subject to the provisions hereof and the license of use granted herein specifically excludes any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the EHS Database Design 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, the License Agreement and the rights and obligations of the Department herein may be assigned to such successor.

ii) Should HealthSpace cease operations for any reason without a successor organization continuing to operate EHS, all source code required to maintain the system databases and functionality will be delivered to the Department. HealthSpace will provide authorization, under this circumstance, for the Department to continue to use its existing databases and the EHS Database Design for its own purposes in perpetuity. The Department then will be responsible for securing, at their expense, sufficient licenses to operate the Notes/Domino system platform. The Department may not, however, sell, lease, sub-license or transfer the EHS Database Design, or any portion thereof, to any other party. In this circumstance HealthSpace will deliver to the Department or place in an escrow trust with a third party and enter into an escrow agreement with the Department any parts of the source code of EHS Database Design not already in its possession so that the Department may continue to use EHS with another service provider without interruption to its business. In this circumstance the provisions for "Decommissioning" set forth in Paragraph 11 do not apply.

b) The Department grants HealthSpace the nonexclusive unrestricted right to use all innovations regarding EHS Software suggested by the Department staff without license or royalty fees provided that the innovation pertains to the operation or design of EHS, or of possible future extensions of EHS, and is either presented in an area not private to the Department or is sent directly to HealthSpace.

c) Any innovation regarding EHS Software suggested by the Department staff without license or royalty fees is given to HealthSpace on an "as is" basis and the Department does not provide any warranty regarding the innovation.

10. Termination

a) The Department may terminate this Agreement upon providing ninety (90) days' notice to HealthSpace. The document will be titled "Notice of Termination". At the end of the 90-day notice period the Department will comply with the provisions for "Decommissioning". The Department will not be liable for any Annual Payments due after the expiry of such notice.

b) The Department may, at its sole discretion, substitute any part of this notice period with a pro-rated partial renewal fee.

c) If the Department decides to terminate this contract, the Department may at its sole discretion continue the contract into the following contract year past the next renewal date for any whole number of months that it finds convenient with the renewal fee being pro-rated appropriately.

d) 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 other remedies set forth herein, this Agreement may be terminated by the non-defaulting/non-breaching party in which event the Department will comply with the provisions laid out for "Decommissioning".

e) 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 giving thirty (30) days' notice to the other party and "Decommissioning" will not apply.

f) In the event HealthSpace elects to pursue a direction with the EHS program that significantly diverges from the Department EHS model, HealthSpace reserves the option of terminating this Agreement. If HealthSpace exercises this option, HealthSpace will provide the Department with ninety (90) days written notice. Under these circumstances, HealthSpace agrees that the Department may continue to use its existing databases, and the EHS Database Design, for the Department's own purposes in perpetuity. HealthSpace will provide the Department with the necessary information to unlock the Department EHS design. The Department may not, however, loan, give, sell, lease, sub-license or transfer the EHS Database Design, or any portion thereof, to any other party. In this circumstance HealthSpace will deliver to the Department any parts of the source code of the Department version of the EHS Database Design not already in the Department's possession so that the Department may continue to use EHS with another service provider without interruption to its business. In this circumstance, the provisions for decommissioning do not apply. The provisions of this clause do not apply if HealthSpace terminates this Agreement for any other reason.

11. Decommissioning

a) Upon termination of this Agreement, or its expiration without replacement, the Department agrees to place any local copies of the databases which are located on Department computers into 'read-only' mode within five (5) working days of the termination date. HealthSpace will provide support for this process. The Department agrees not to make further use of these local copy databases except for the purpose of extracting data for use with other software or systems. In addition, the Department agrees to remove all copies of Shared EHS Databases from its computers within five (5) working days of the termination date.

12. Confidentiality

a) At no time can the Department, its agents or affiliated organizations disclose, in any manner, technical design information regarding EHS or its components, including, but not limited, to documentation, source code, database design elements and object code to third parties, sold, assigned, leased, or otherwise made available or disposed of, or commercially exploited or marketed in any way with or without charge, without the prior written consent of HealthSpace. However, the Department may disclose the EHS technical design information to the Department's attorneys, certified public accountants, or consultants if required in the conduct of the Department's practice provided that such entity does not, and does not plan to, offer software or services that compete with EHS and that such entities shall agree to be bound by the confidentiality and nondisclosure provisions in this Agreement.

b) The Department, its employees and agents shall keep confidential the EHS design or its components and take all reasonable precautions to prevent the software from being copied or reproduced, in whole or in part, by any person, firm or corporation at any time without the prior written consent of HealthSpace and the Department.

c) HealthSpace, its employees and agents shall keep confidential the Department's data (the "Data") excepting data that is accessible by the general public (the "Public Data") and shall

take all reasonable precautions to prevent that data from being accessed by parties other than as authorized by the PAC.

d) HealthSpace agrees to ensure the following:

(1) all copies of the Department data will be secured behind a professionally configured firewall, and

(2) HealthSpace will use database systems with adequate and reliable security and will make regular security checks on these systems. HealthSpace will supply the PAC with copies of the results of such checks upon request. The Department agrees that it will treat these results with at least the care it uses with its own most sensitive security information.

e) HealthSpace will not disclose any information or data of the Department, except that which is authorized by the Department PAC to be placed in the public and shared EHS Databases.

f) HealthSpace will not, during the term of this Agreement, perform a service or, or provide advice to any person, firm or agency, which gives rise to a conflict of interest between the obligations of HealthSpace under this Agreement, except that which is required by law.

g) It is understood and agreed that this section shall subsist even if the remainder of this Agreement is terminated for any reason whatsoever.

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 contract 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. The Department shall give timely notice and accord to HealthSpace the right to defend and settle all 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 shall be in writing and shall be sent by certified mail, return receipt requested, or by facsimile, or email to the people and addresses set out below, or to such other address as either party may request by notice. All notices sent by certified mail shall be effective five (5) working days after receipt. Notices sent by facsimile or email shall be immediately confirmed in writing sent by overnight delivery courier and shall be effective on the date of transmission.

HealthSpace USA Inc.
114 W. Magnolia Street, Suite 400, Box #111A
Bellingham, WA 98225
Telephone: 1 (866) 860-4224 Ext. 1000
Web: www.healthspace.com
Contact: Joseph Willmott
jwillmott@healthspace.com

City of Joplin Health Department
Attn: Ryan Talken, Assistant Health Director
321 East Fourth
Joplin, MO 64801
Email: RTalken1@joplinmo.org
Telephone: (417) 623-6122

b) If normal mail service, facsimile 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 shall use any other such services which have not been so interrupted or shall 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 event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected shall promptly notify the other, giving particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

a) HealthSpace shall comply with all applicable privacy laws, rules and regulations in the State of Missouri.

17. General

a) This Agreement, the schedules and all attachments designated on the face of the Agreement as included shall constitute the entire Agreement of the parties and shall 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 the 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) Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of HealthSpace and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to HealthSpace.

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

f) This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri. The captions and headings appearing in this Agreement are inserted for convenience.

g) This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without prior written consent of the other.

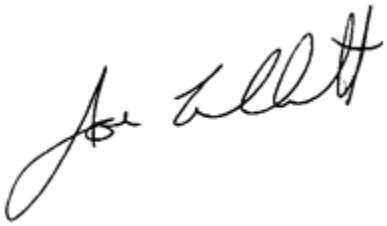
h) Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

IN WITNESS WHEREOF, the parties hereto have entered into this contract on the _____ day of _____, 2015.

For ANY COUNTY HEALTH DEPARTMENT:

Date	**Authorized Signatory**
	Print Name Here

For HEALTHSPACE USA INC.:



APRIL 20, 2015	
Date	**Joseph Willmott**

Appendix A



HealthSpace Support Plan and Change Management Procedures

Overview

The purpose of this document is to specify support procedures for HealthSpace EHS for the Department. The goal of these procedures is to ensure high quality and efficient utilization of this resource.

Roles

1. HealthSpace Client Representative

The HealthSpace Client Representative will be the focal point for management of service requests from the Department. This staff will meet via teleconference with the Department service manager to coordinate the processing of service requests. The role will bring in other HealthSpace resources as required, and will provide input on the classification of service requests by type, priority, level of effort and business impact.

2. Department Primary Administrative Contact (PAC)

The PAC will be the focal point for management of service requests for the Department. This staff will meet via teleconference with the HealthSpace service representative to coordinate the processing of service requests. The PAC will be responsible for setting type, priority, level of effort and business impact of all service requests.

3. Program area user contacts

Each participating Department program will have one or more user contacts. These staff will have the follow responsibilities:

- Participate regularly in the HealthSpace Support Forum
- Participate as required in the service conference calls with HealthSpace
- Advise the service manager is assessing and classifying service requests
- Communication with staff on it the programs areas on changes and issues as required
- Develop implementation plans for service requests with a business process impact

4. Program area directors
   - Sign-off on any change request with a business process impact
   - Sign-off on any CRITICAL service requests (sign-off may be after the fact)
   - Sign off on business requirements for high effort service requests
   - Participate with the service manager in service planning meeting at least once a quarter
5. The Department Manager
   - Negotiate service and maintenance contract
   - Provide a point of escalation for the service manager and program directors
   - Participate with the PAC and HealthSpace in quarterly service reviews

Service Requests

Service requests for changes to EHS will be classified as either a system upgrade, bug fix or major/new. These parameters will determine how requests will be handled and tracked.

Service request have three status conditions. These will be used as follows:

- **New:** All service requests will be submitted to the Support Forum as new.
- **Review:** Service requests will have the status of Review after the PAC has read them. They will stay in this status until they are closed or transferred to and accepted by the HealthSpace client representative for action by HealthSpace. While under review, the service request will be given a type, a priority and a level of effort, and the business impact will be assessed.

- **Active:** Service requests with and active status will be those which are being addressed by HealthSpace.

Types

Service requests will be classified as either Suggestions or Problems.

Problems/Bug Fixes/System Upgrades: These are will include HealthSpace functions that do not work properly or change or enhancements required to the system. Unresolved problems will be tracked in the Unresolved Problems folder in the HealthSpace Support Forum. This folder will contain all service requests that HealthSpace is required to address, and only service requests which HealthSpace can address.

Suggestions: Suggestions will include all issues and changes that meet one of the follow criteria:

- Changes that do not involve changes to EHS such as changes to or a clarification of business processes.
- Changes which require and have not received management review and approval prior to being forwarded to HealthSpace
- Changes which require clarification or analysis before they are well enough understood to be assessed.

Suggestions will be tracked in the Unresolved Suggestions folder in the HealthSpace **Support Forum.**

For service requests:

An item is placed in the Support Forum. It is analyzed by PAC and HealthSpace. If there is agreement the request should be acted upon, a project is developed with a schedule. Tasks are then created and moved to HealthSpace Development.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Each task changes 'Elements' of the program. An element is 'Checked Out' of the template when a developer is modifying it, to prevent changes over-lapping or conflicting. If two tasks require the same element, one will wait until the other task is complete. Development does rudimentary testing, and then moves the tasks on to HealthSpace Quality Assurance/internal testing.

Internal testing is done in a 'clean database' and may involve a pre-test review by the PAC or designate. The elements that are indicated in each completed development task are moved to the testing database. If a completed task shares an element with an incomplete task, no elements from either task are moved to the testing database. When both are complete, they are tested together. All elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time; right now, each Friday evening, so that modifications to the database are available first thing Monday morning.

6. For bug fixes:

An item is placed in the Design Forum, or is telephoned in to the office Support Desk. A task is created immediately, and development begins to fix the problem. The 'offending' Element is checked out of the template to be modified. Development does rudimentary testing, and then moves the tasks on to Quality Assurance/Testing.

HealthSpace operations will test the change, and if necessary, the modification will be refreshed immediately. However, all elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time, meaning, that everything that has been previously tested, will be refreshed with the bug fix.

7. For Major/New Development:

When a decision has been made and authorization is granted to make major changes to an existing module, or a new module added to EHS, discussion will happen in Support Forum, with a

user group defining the changes needed. Once there is consensus between the user group, PAC and HealthSpace a project(s) is created from the discussion forum outlining the tasks and schedule to complete the upgrade or addition.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Development does rudimentary testing, and then moves the tasks to a testing database.

Testing is done by the Program Area User Contacts as changes happen, in a testing copy for that particular module. No other work that will affect the changes will be refreshed to this testing database (bug fixes or service requests that have to do with the existing modules). When there is a consensus from the user group that a certain portion of the program is to their satisfaction, it is signed off, and the next phase begins, until the new development is complete. Now the tasks move to internal and user testing.

Testing is done in a 'clean database'. The elements that are indicated in each completed development task are moved to the testing database. When the new development has been thoroughly tested, it is rolled out to Testing & Training database, and Live.

8. Processing Service Requests:
When the PAC sets the Priority and Business Impact, it should be done in a response document to the original post, to keep the actual posting titles free of clutter, and postings easy to find.

The Department must indicate their priority in the Support Forum if there is work that needs to be done in a certain order. If there is no priority list, HealthSpace will analyze the requests and do them in the most logical order for development - usually in order that they are posted.

HealthSpace only can set the level of effort, and is usually be done by staff developer and communicated to the PAC by the HealthSpace Client Representative.

Processing service requests will be done when the PAC has enough information from all interested parties, from Management to Program Users, and in all three HSDA's.

When tasks are complete, and ready for refresh, notification will be sent to the PAC, as well as posted in the design forum, recent changes area of the Welcome Page, and an email to the initiator of the request. The Department must insure that this information is distributed and easily available to those particular people who 'need to know' and are affected.

Priority

Every service requests will be given a priority by the PAC, in consultation with users ad HealthSpace. By convention, priority will be indicated at the beginning of a service request title.

Priorities will be assigned by the following criteria:

High: These will include emergency services requests. They must be addressed immediately in order for the Department to continue to perform critical functions. Addressing these services requests will involve, if necessary, emergency changes to the software and will override the normal change control process.

Service requests of this priority should be very infrequent.

Medium: Services requests having a direct impact on productivity and service levels. They will be addressed within the standard change control procedures as quickly as possible.

Low: Service requests that are convenient but are not important. They will be addressed as time permits if the level of effort required is low.

Level of Effort

In general, the level of effort required on any task will be set by HealthSpace developers. This will be communicated to the PAC by HealthSpace. Level of Effort does not indicate a timeline for the task to be complete.

Levels of effort will correlate with the complexity of the service request, so the level of documentation and sign-off required will increase with level of effort. Medium service requests will require, as a minimum, a written specification that have been reviewed and agreed to by the PAC and HealthSpace.

High levels of effort requests will require a written specification signed off by the Program Area Director and formally accepted by HealthSpace. Consensus must be gained by the Department between the Program Area Director, the PAC, Program Area User Contacts and HealthSpace as to the exact parameters of the request in terms of desired results, functionality and business impact. HealthSpace's acceptance will signify that the requirement is specified in adequate detail and that they have no concerns regarding the feasibility or reasonableness of the request.

Business impact

Service requests to HealthSpace of any type, priority or level of effort may involve changes to the Department business processes. Whenever this is the case, there must be an action plan to coordinate the implementation of the software changes with changes in business processes in program areas.

System Releases

Changes to EHS are not bundled into periodic releases like new versions of software. System upgrades and newly developed elements are released into the live system as they are tested and signed off by the Department. It is good practice to have the system locked down after a period of changes where no new development takes place except for minor maintenance and bug fixes. A constantly changing system can cause confusion among users. New requirements and changes are then catalogue and acted upon when the system is reopened for upgrades and development. This provides for system stability and familiarity of user interfaces thereby increasing productivity. It further provides management an opportunity to control the intervals of when and what where changes are implemented. The objective of any initiative to upgrade or add new development is to bring the system to a period of lockdown or stasis.

The major steps in a system release will be as follows:

- Development of the release test plan

  This document must specify what testing needs to be done prior to promotion of the release into production, and who will do the testing. As software changes can have unpredictable consequences, the scope of testing will include confirming both that scheduled changes have occurred, and that there are no unintended consequences. Program Area Contacts will normally participate in testing and will need to review and sign-off on the plan as well as the PAC.

- Develop a communication and training plan

  Users of HealthSpace will need to be informed of changes to HealthSpace prior to implementation. Typically some level of refresher training and updates to documentation will be required. This amount of effort required for this will vary depending on the nature of the changes.

- Development of system changes

  Development is done in a Development Database/Template. QA testing is done in a QA database. All elements that have been modified in a task, or tasks, are refreshed to Testing & Training databases.

- Testing

  The new release will be tested by the PAC and Program Area Contacts, as per the test plan.

- Promotion of new release into production

- Settling in period and follow-up

Communication

The principle mechanism for creating, and tracking service requests is the HealthSpace Support Forum. Active participants in the design forum will be HealthSpace Client Representative, PAC and Program Area User Contacts. As much as possible, the design forum will be used as a repository of design information and implementation plans related to service requests.

The Support Forum is not an appropriate mechanism for discussion and resolution of design or business process issues, or for recording and responding to service complaints. Communications of this type will be handled via email, telephone contact, design workshops and/or weekly or monthly meetings.

Escalation

Any stakeholder in the Department/HealthSpace implementation, including HealthSpace staff, can escalate service issues or problems to the Department Manager. Normally this escalation will go through the PAC.

Processing Service Requests

