939

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

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
August 31, 2010

SUBJECT: APPROVAL OF AGREEMENT [CS-01720] WITH NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD) FOR SAFEMEASURES WEB-BASED REPORTING SERVICE

RECOMMENDED MOTION:

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # CS-1720 with National Council on Crime and Delinquency (NCCD) for the period of October 1, 2010 through September 30, 2012 for an amount not to exceed $132,575, with two (2) one-year renewal options.

2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds, Assistant Director for
Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	$ 66,287.50	In Current Year	Yes
	Current F.Y. Net County	$ 7934.62	Budget	No
	Annual Net County	$ 7934.62	For Fiscal Year:	10-11

SOURCE OF FUNDS: Federal 54.23%; State 33.80%; County 5.72%; Realignment 5.65%; Other 0.60%	Positions To Be Deleted Per A-30	☐
	Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Buster, Tavaglione, Stone, Benoit and Ashley
Nays:	None
Absent:	None
Date:	August 31, 2010
xc:	DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 9/30/08 (Agenda # 3.61)	District: All	Agenda Number:

3.66

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Mark Seiler, Assistant Director
County Purchasing Department

Dale A. Gardner
Marsha Victor
County Counsel

Departmental Concurrence

TO: **BOARD OF SUPERVISORS**   **DATE:** August 31, 2010

SUBJECT: APPROVAL OF AGREEMENT [CS-01720] WITH NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD) FOR SAFEMEASURES WEB-BASED REPORTING SERVICE

BACKGROUND (Continued):

The National Council on Crime and Delinquency (NCCD) created the SafeMeasures web based reporting service, which is a quality assurance tool that makes key performance indicators routinely available to Children's Services' supervisors and administration. SafeMeasures captures data directly from the California Department of Social Services (CDSS) Child Welfare Services Case Management System (CWS/CMS) and links this data to key performance standards. It is a web-based subscription service that requires no licensing or software installation.

The Department of Public Social Services, Children's Services Division has subscribed to the SafeMeasures web based reporting system for the past seven years. The current agreement originated by NCCD covers the term of October 1, 2008 through September 30, 2010 and was approved by the Board of Supervisors without competition on September 30, 2008 (Agenda # 3.61) for an amount not to exceed $126,225 ($63,112.50 annually).

DPSS has entered into two-year agreements with NCCD for the past several years in order to take advantage of the 10% discount offered in conjunction with 2-year subscription renewals.

Subscription to this service is beneficial to DPSS because of its widespread use throughout the state, its web-based structure, and the direct access to critical data. Thirty six (36) counties and the California Department of Social Services (CDSS) use SafeMeasures.

SafeMeasures provides reports on caseload management, referrals and investigations, in-home cases, out-of-homes cases, child well-being, and federal outcome measures. Information is presented at three levels - trend lines that are presented to allow managers to assess change over time, key performance indicators that are presented in easy to read graphs of aggregate data for any reporting period (day, week, month), and lists of actual cases (with key data elements) that comprise that section of each graph - managers can "point and click" on any section of any graph to drill down to individual cases or workers.

PRICE REASONABLENESS:

Over the course of seven years, NCCD has only raised the annual subscription fee for the SafeMeasures web-based reporting service twice. The current increase of 5% was necessary in order for NCCD to continue improving the infrastructure necessary to host, analyze, and securely distribute CWS/CMS data to thousands of child welfare staff across the country. As part of the renewal, the vendor is including on-site refresher training for all supervisors, managers, and administrators if requested by the County.

The pricing provided by NCCD is consistent with that charged by NCCD to CDSS and other County agencies currently using SafeMeasures.

CONCUR/EXECUTE –   County Purchasing

Date: May 24, 2010

From: Susan Loew   Department/Agency: Department of Public Social Services

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: SafeMeasures Internet Reporting Service

Supplier being requested: National Center on Crime and Delinquency/
                                       Children's Research Center (NCCD/CRC)

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: The Department of Public Social Services, Children's Services Division has subscribed to the SafeMeasures web-based reporting service for the past seven (7) years. The current agreement covers the term of October 1, 2008 through September 30, 2010 and was approved by the Board of Supervisors without competition on September 30, 2008 (Agenda # 3.61). For the past four (4) years, DPSS has opted to enter into two-year subscription agreements in order to take advantage of the ten percent discount offered with 2-year subscription renewals. We would like to continue to take advantage of the ten percent discount by entering into a two-year subscription renewal for the period of October 1, 2010 through September 30, 2012.

Subscription to this service is beneficial to DPSS because of its widespread use throughout the state, its web-based structure, and the direct access to critical data. Thirty six (36) counties and CDSS use SafeMeasures.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: NCCD's mission is to help federal, state and local child welfare agencies reduce child abuse and neglect by developing case management systems and conducting research which improves service delivery to children and families.

SafeMeasures is unique because NCCD has direct access to data from the State (CDSS), which is unique for a private, non-profit organization.

In order to make this a competitive process, interested vendors would need to negotiate with CDSS to obtain access to CWS/CMS data. Additionally each vendor would need to conduct an analysis of child welfare business processes and state and federal outcome measures. It would be difficult for another vendor to be able to obtain access to data, develop an understanding of processes and outcomes, and create the necessary databases and reports at competitive costs within the timeframe of a Request for Proposals (RFP).

Reasons why my department requires these unique features and what benefit will accrue to the county: The SafeMeasures Reporting Services will allow Children's Services administrators and supervisors to perform quality assurance on cases from investigation through case closure. SafeMeasures will ensure compliance with Federal and State mandates and outcomes by making areas that are out-of-compliance easier to identify. Identifying out-of-compliance cases aids in focusing improvement efforts where they are most needed.

Price Reasonableness: The pricing provided by NCCD is consistent with that charged by NCCD to CDSS and other county agencies currently using SafeMeasures.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? NO

Susan Drew   6/1/10

Department Head Signature   **Date**

Purchasing Department Comments:

(Approve)   Approve with Condition/s   Disapprove

signature   8-2-10

Purchasing Agent   **Date**

CS-01720

Reporting Service Subscription Agreement
For Internet Access
to SafeMeasures®

This agreement is between the National Council on Crime and Delinquency, a non-profit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA ("NCCD") and the County of Riverside on behalf of its Department of Public Social Services (collectively, "Customer").

BACKGROUND AND
PRODUCT DESCRIPTION

A.   NCCD has developed and owns all rights, title and interest in a certain child welfare reporting service identified as the NCCD Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures® uses case level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web-browser in a series of concise, interactive management reports.

B.   SafeMeasures® is a subscription reporting service which permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures® includes case level quality control displays which agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows:

1.   <u>Provision of Service.</u>

    1.1   <u>Web Based Reports</u>. During the Term of this Agreement, NCCD will provide Customer with interactive web-based management reports, ("Management Reports") which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. NCCD will specifically:

        (a)   Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer, and

        (b)   Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by NCCD.

    1.2   <u>Access to Customer Data</u>: If requested by NCCD, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that

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store agency data to be used by NCCD. If data is supplied by a third party, Customer will authorize and facilitate release of the data to NCCD.

1.3   Access to Website Restricted: The right to access the SafeMeasures® website is jurisdiction and agency-specific. Only Customer and its employees or agents may access or use the SafeMeasures® website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures® website to any third party jurisdiction, agency, individual, or business for any purpose.

1.4   Internal Business. Customer may only use SafeMeasures® for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.

1.5   Competing Services or Products. Customer shall not use all or any part of SafeMeasures® or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures®, regardless of whether such service or product is distributed with or without consideration.

1.6   Copyright Ownership and License. Customer acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays and formats, ("Original Works"). NCCD grants Customer a fully-paid up license to display, reproduce and distribute the Original Works for its internal purposes for the Term of the Agreement.

1.7   Training. NCCD will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to NCCD Internet training site.

2.   Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to NCCD for processing and analysis:

2.1   Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or

2.2   Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.

3.   Reporting Service Subscription Fee. Customer will pay NCCD the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.

4.   Updates. During the Term of this Agreement, NCCD will provide to Customer updates, error corrections, and modifications to SafeMeasures® displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically

requested by Customer. Any Customer requested modifications must be made by NCCD at NCCD's published service rates. NCCD reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.

5. Term and Termination.

5.1 Term. The Term of this Agreement shall commence on October 1, 2010 and end on September 30, 2012 unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, NCCD will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures®.

5.2 Renewal. If Customer is not in default of this Agreement, Customer and NCCD may renew this Agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) NCCD's issuance of a quotation of the new Reporting Service Fees, and (b) NCCD's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures internet reporting service, the effective date of any renewal contract will begin one day after the previous contract expires. If a renewal contract is not fully executed and received by NCCD within 30 days of contract expiration, NCCD reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal contract is in place.

5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

6. NCCD Warranty, Disclaimers and Remedies.

6.1 Warranty. NCCD warrants that:

(a) Provided that Customer or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures® will perform substantially as described in this contract and SafeMeasures® promotional material.

(b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

(c)   NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.

(d)   Except for the foregoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD excludes all implied warranties including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures®. NCCD makes no warranties whatsoever for any Original Works® that have been modified by Customer nor does NCCD warrant that SafeMeasures® will be offered without interruption.

(e)   Customer acknowledges that NCCD provides no monitoring, analysis or review of the accuracy or quality of the Customer's data accessed through SafeMeasures®.

6.2   Remedies. If SafeMeasures® does not operate substantially as warranted (hereinafter describe as "Noncompliance"), Customer will provide NCCD with sufficient details available to Customer about the Noncompliance to allow NCCD to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as NCCD's entire liability in contract, tort, or otherwise of such Noncompliance, NCCD will either:

(a)   correct the Noncompliance; or

(b)   if NCCD is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may;

(i)   Request that NCCD cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service fee; or

(ii)   Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7.   Intellectual Property Indemnification by NCCD.

7.1   Indemnification. If a third party claims that SafeMeasures® infringes any copyright, patent, trade secret, or other rights of any third party, NCCD will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at NCCD's expense and NCCD will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies NCCD in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows NCCD sole and exclusive control over the resolution of such

claim and that Customer cooperates fully with NCCD, at NCCD's cost, in the defense of such claim and in any related settlement negotiations.

7.2 <u>Replacement, Refund.</u> If such a claim is made or appears possible, NCCD may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures® by modifying or replacing the portion of SafeMeasures® that is the basis for the claim so that such portion of SafeMeasures® is no longer infringing, or NCCD may provide Customer with a credit equal to the portion of previously paid Reporting Service Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

8. <u>Limitation of NCCD's Liability, Consequential Damages.</u> The cumulative liability of NCCD to Customer for all claims relating to SafeMeasures® and any services rendered under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to NCCD by Customer for SafeMeasures® during the one-year period prior to the date NCCD is notified of such claim. This limitation will not apply to third parties indemnification obligations set forth in Section 7. In no event will NCCD be liable for any special, indirect, incidental or consequential losses or damages even if NCCD has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, NCCD will not indemnify Customer in any way against any claim.

9. <u>Customer Warranties.</u> Customer warrants that:

9.1 Customer will only allow access to SafeMeasures® as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures® beyond this Agreement, Customer will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.

9.2 Customer will provide the requested case-based MIS data to NCCD using one of the methods described in Section 2, or if data is supplied by another party, execute all necessary agreements and permissions to release this data to NCCD.

10. <u>General.</u>

10.1 <u>Installation.</u> Customer is responsible for providing access to the SafeMeasures® website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures® via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.

10.2 <u>Notification of Rights.</u> In copying SafeMeasures® web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures®. Customer will use reasonable efforts to keep persons with access to SafeMeasures® from modifying or suppressing any of the copyright notices that appear on SafeMeasures® media, documentation, files, and banners.

10.3 <u>Service Fees</u>. NCCD reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.

10.4 <u>Complete Agreement, Modification of this Agreement</u>. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of NCCD and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement other than acceptance of the Reporting Service Fees for the Renewal Term, are not part of this Agreement.

10.5 <u>Non-assignment</u>. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without NCCD's prior written consent.

10.6 <u>Confidentiality</u>. Customer will not disclose SafeMeasures® Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns except for information that is or later enters the public domain through no fault of Customer.

10.7 <u>Waiver</u>. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

10.8 <u>Governing Law and Severability</u>. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California. Any legal action related to this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

10.9 <u>Survival</u>. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

10.10 <u>Headings</u>. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

10.11 <u>HIPAA Compliance</u>. NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the Customer data may include

health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

10.12 <u>Notices</u>. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

If to NCCD:

NCCD
426 South Yellowstone Drive, Suite 250
Madison, Wisconsin 53719
Attn: Peter Quigley
Phone: (608) 831-8882
Fax: (608) 831-6446
pquigley@mw.nccd-crc.org

If to Customer:

Department of Public Social Services
Contracts Administration Unit
Attention: Kisha Johnson-Boozer
10281 Kidd Street
Riverside, CA 92503
Phone: (951) 358-6352
Fax: (951) 358-3900
kiboozer@riversidedpss.org

Direct invoices to:

Department of Public Social Services
Fiscal/Management Reporting Unit
Attn: Cheri Davis
4060 County Circle Drive
Riverside, CA 92503
Phone: (951) 358-5720
chedavis@riversidedpss.org

Contact Person in
Case of System
Maintenance/Outage:

Teresa Soloman-Billings, Regional Manager
23119 Cottonwood Ave - Bldg. B
Moreno Valley, CA 92553
(951) 413-5471
TEsoloma@riversidedpss.org

CS-01720

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer:

_____
Signature

Marion Ashley
_____
Name

Chairman, Board of Supervisors
_____
Title

AUG 3 1 2010
_____
Date

ATTEST:
KECIA HARPER-IHEM, Clerk

BY_____
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY_____ 8/12/10
DALE A. GARDNER   DATE

NCCD:

_____
Signature

Toni Aleman
_____
Name

Dir of Administration
_____
Title

9/14/10
_____
Date

AUG 3 1 2010 3.06

Exhibit A

<u>Reporting Service and Additional Fees</u>

Reporting Service

$132,575

Payment Schedule

50% of Reporting Service Fee ($66,287.50) on contract effective date (10/1/10)
50% of Reporting Service Fee ($66,287.50) on contract anniversary date (10/1/11)

On-Site Training Sessions

Refresher training (if requested by Customer)
Up to 2 half-day sessions (consecutive) in a computer training facility provided by the County to train all supervisors, managers, and administrators as requested by the County.

County Responsibilities

- Provide computer lab for training
- Designate at least one local SafeMeasures® administrator to maintain user IDs and to coordinate with CRC the handling of questions or problems regarding SafeMeasures®
- Provide access the Internet SafeMeasures® site *https://www.safemeasures.org/ca/*

Source of Data

California Only → The required MIS data is currently provided to NCCD by the State of California Department of Social Services ("CDSS"). In the event that CDSS permanently discontinues its provision of MIS data for SafeMeasures®, Customer will have the option to either provide the required MIS data itself, or terminate this Agreement with 30 days notice and receive a pro-rated refund of the Reporting Service Fee.