

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

653



FROM: Department of Public Social Services

SUBMITTAL DATE:
May 1, 2014

SUBJECT: Agreement with National Council on Crime and Delinquency (NCCD) for SafeMeasures Web-Based Reporting Subscription, without seeking competitive bids for four years Districts - All; [\$275,800 total]; [\$68,950 annually]; Federal: 40.45% State: 0.28 %; County: 0.23%; Realignment: 58.24%; Other: 0.80%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached agreement # CS-02823 with National Council on Crime and Delinquency for the period of October 1, 2014 - September 30, 2016 for an amount not to exceed \$137,900 (\$68,950 annually), which contains the option to renew the agreement for one (1) additional two-year period, without seeking competitive bids.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise 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.

BACKGROUND:
(Continued on page 2)

Susan von Zubern
Susan von Zubern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 68,950	\$ 68,950	\$ 275,800	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 1,586	\$ 1,586	\$ 6,344	\$	
SOURCE OF FUNDS: Federal: 40.45% State: 0.28 %; County: 0.23%; Realignment: 58.24%; Other: 0.80%				Budget Adjustment: No	
				For Fiscal Year: 14/15 - 17/18	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 3, 2014
XC: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: August 31, 2010 (3.66) | District: All | Agenda Number:

3-65

PURCHASED COUNTY CLERK
 Department of Public Social Services
 5/15/14
 Purchasing: *[Signature]*
 Mark Seiler, Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

FORM 11: Agreement with National Council on Crime and Delinquency (NCCD) for SafeMeasures Web-Based Reporting Subscription, without seeking competitive bids for four years Districts - All; [\$275,800 total]; [\$68,950 annually]; Federal: 40.45% State: 0.28 %; County: 0.23%; Realignment: 58.24%; Other: 0.80%

DATE: May 1, 2014

PAGE: Page 2 of 3

BACKGROUND:

Summary (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 services for the past eleven years. The current agreement originated by NCCD covers the term of October 1, 2013 through September 30, 2014. The Board approved the sole source procurement of SafeMeasures with two (2) one-year renewal options on August 31, 2010 (Agenda #3.66).

SafeMeasure is the most widely used system in California for monitoring compliance with federal and state case practice and outcome measures. Each year, SafeMeasures continues to grow and expand in response to the needs of subscribers. In the past twelve (12) months, NCCD added over 30 new reports, bringing the total number of report options to more than two-hundred (200). Use of data-driven programs such as SafeMeasures allow for comprehensive data analysis to assist with targeting areas of improvement. 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-home 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 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.

Impact on Residents and Businesses

Losing access to the tools and services that NCCD provides would adversely affect DPSS service delivery, putting children in Riverside County at risk of abuse.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this contract was budgeted through the normal County budget process. Funds for this contract have been allocated for the FY 14/15 budget. No budget adjustment is necessary.

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

FORM 11: Agreement with National Council on Crime and Delinquency (NCCD) for SafeMeasures Web-Based Reporting Subscription, without seeking competitive bids for four years Districts - All; [\$275,800 total]; [\$68,950 annually]; Federal: 40.45% State: 0.28 %; County: 0.23%; Realignment: 58.24%; Other: 0.80%

DATE: May 1, 2014

PAGE: Page 3 of 3

Contract History and Price Reasonableness

The two (2) year subscription fee of \$137,900 represents a ten-percent (10%) discount offered for two (2) year subscription renewals (\$68,950 annually). The cost of a one (1) year subscription would be \$76,600 annually. Over the course of eleven (11) years, NCCD has only raised the annual subscription fee four (4) times. The \$137,900 subscription fee represents a four-percent (4%) increase over the previous two (2) year subscription fee of \$132,575. The pricing provided by NCCD is consistent with that charged by NCCD to CDSS and other county agencies currently using SafeMeasures.

ATTACHMENTS:

- A. SOLE SOURCE JUSTIFICATION
- B. AGREEMENT #CS-02823 WITH NATIONAL COUNCIL ON CRIME AND DELINQUENCY

SvZ:kjb

Date: March 14, 2014
From: Susan von Zabern, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for National Council on Crime and Delinquency (NCCD) SafeMeasures Web-Based Reporting Subscription

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 a sole source.

1. **Supply/Service being requested:** SafeMeasures Web-Based Reporting Subscription
2. **Supplier being requested:** National Council on Crime and Delinquency (NCCD)
3. **Alternative suppliers that can or might be able to provide supply/service:**

None. NCCD is the sole proprietor of SafeMeasures Web-Based Reporting Subscription. The Department of Public Social Services, Children's Services Division has subscribed to the SafeMeasures web-based reporting service for the past eleven (11) years. The current agreement covers the term of October 1, 2013 through September 30, 2014. The Board approved the sole source procurement of SafeMeasures with two (2) one-year renewal options on August 31, 2010 (Agenda # 3.66).

4. **Extent of market search conducted:**

SafeMeasures is the most widely used system in California for monitoring compliance with federal and state case practice and outcome measures. Each year, SafeMeasures continues to grow and expand in response to the needs of subscribers. In the past twelve (12) months, NCCD added over 30 new reports, bringing the total number of report options to more than two-hundred (200). Use of data-driven programs such as SafeMeasures allow for comprehensive data analysis to assist with targeting areas of improvement.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

NCCD is a non-profit research organization focused on promoting just and equitable social systems for individuals, families, and communities through research, public policy, and practice. SafeMeasures is extremely unique because NCCD is a private, non-profit organization that has direct access to data from the State (CDSS). 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.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**

SafeMeasures is a subscription web-based reporting service that allows Children Services supervisors and administration to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. It allows 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. Losing SafeMeasures would degrade DPSS Children Services Division's ability to monitor key service delivery indicators.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The two (2) year subscription fee of \$137,900 represents a ten-percent (10%) discount offered for two (2) year subscription renewals (\$68,950 annually). The cost of a one (1) year subscription would be \$76,600 annually. Over the course of eleven (11) years, NCCD has only raised the annual subscription fee four (4) times. The \$137,900 subscription fee represents a four-percent (4%) increase over the previous two (2) year subscription fee of \$132,575. The pricing provided by NCCD is consistent with that charged by NCCD to CDSS and other county agencies currently using SafeMeasures.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No further obligations.

9. Period of Performance: October 1, 2014 to September 30, 2016 with one (1) two-year renewal option.

Susan von Zabern 3/19/14
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
Not to exceed: \$ 68,950 One time Annual Amount through 6-30-2017

[Signature] 5-8-14 14-510
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 5/15/14
ELENA M. BOEVA DATE

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 California, 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. Provision of Service.

- 1.1 Web-Based Reports. 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 Access to Customer Data: 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, 2014 and end on September 30, 2016 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 Replacement, Refund. 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. Limitation of NCCD's Liability, Consequential Damages. 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. Customer Warranties. 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. General.

- 10.1 Installation. 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 Notification of Rights. 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 Service Fees. 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 Complete Agreement, Modification of This Agreement. 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 Non-Assignment. 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 Confidentiality. 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 Waiver. 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 Governing Law and Severability. 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 Survival. 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 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.
- 10.11 HIPAA Compliance. 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 that 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 Notices. 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: Tim Connell
Phone: (608) 831-8882
Fax: (608) 831-6446
tconnell@nccdglobal.org

If to Customer: Department of Public Social Services
Contracts Administration Unit
Attn: 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

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

Customer:

Jeff Stone
Signature

Jeff Stone
Name

Chairman, Board of Supervisors
Title

JUN 08 2014
Date

NCCD:

Katherine Park
Signature

Katherine Park
Name

Vice President
Title

6-9-14
Date

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

[Signature] 5/15/14
COUNTY COUNSEL

Exhibit A

Reporting Service and Additional Fees

Reporting Service

\$137,900 for a two-year term (October 1, 2014 to September 30, 2016). This reflects a ten-percent discount for a two-year contract.

Payment Schedule

50% of Reporting Service Fee (\$68,950) on contract effective date (10/01/14)

50% of Reporting Service Fee (\$68,950) on contract anniversary date (10/01/15)

Onsite Training Sessions

Refresher training (if requested by Customer): Up to two 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 the handling of questions or problems regarding SafeMeasures with NCCD
- Provide access to the SafeMeasures website <https://www.safemeasures.org/ca/> (changing to <https://app.safemeasures.org/ca> as of July 1, 2014)

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.