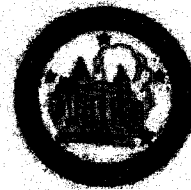


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.38
(ID # 7742)

MEETING DATE:

Tuesday, December 4, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Reporting Service Subscription Agreement for Internet Access to SafeMeasures with the National Council on Crime and Delinquency, without seeking competitive bids, Districts: All. [Annual Cost: \$72,398, Aggregate Cost: \$361,990, up to \$36,199 in additional compensation - Federal 40%, State 4.2%, Realignment 55.8%]

RECOMMENDED MOTION: That the Board of Supervisors:

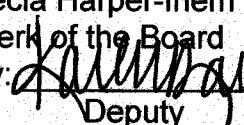
1. Ratify, approve and authorize the Board Chairman to execute, on behalf of the county, the Reporting Service Subscription Agreement with the National Council on Crime and Delinquency, in the annual amount of \$72,398, for Internet Access to SafeMeasures, covering the period October 1, 2018 through September 30, 2019, with four one-year options to renew, without seeking competitive bids.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on availability of funding and as approved by County Counsel, to sign amendments that exercise the renewal options or do not change the substantive terms of the agreement and to sign amendments to the compensations provisions that do not exceed the sum total of 10% annually.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$72,398	\$72,398	\$361,990	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 40%, State 4.2%, Realignment 55.8%			Budget Adjustment: Yes	
			For Fiscal Year: 18/19 – 22/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The National Council on Crime and Delinquency (NCCD) created SafeMeasures software, which is a quality assurance tool that makes key performance indicators routinely available to DPSS' supervisors and administration. NCCD contracts with the California Department of Social Services (CDSS) for access to data from the Child Welfare Services Case Management System (CWS/CMS) and then provides counties outcome and staff performance measures.

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

DPSS has used to SafeMeasures software since 2003.

Thirty six (36) counties and CDSS use SafeMeasures. Functionality included in SafeMeasures is scheduled to be included in CDSS' new database, CWS-CARES, over the next three to five years, at which time this agreement will be terminated.

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:

Contract History and Price Reasonableness

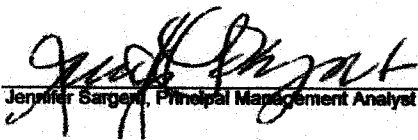
The Board approved a sole source procurement of SafeMeasures with two (2) one-year renewal options on August 31, 2010 (Agenda #3.66). Subsequently, in June 30, 2014 (Agenda #3.65), the Board approved a sole source procurement for an additional four years.

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

The annual cost of \$72,398 represents a 5 percent increase over DPSS' prior SafeMeasures contract, negotiated in 2014. According to the Consumer Price Index, inflation over that period has been 6.13 percent. Additionally, NCCD is holding this price firm for the next five years without an increase.

ATTACHMENTS (if any, in this order):


- A. Reporting Service Subscription Agreement for Internet Access to SafeMeasures
- B. Sole Source Justification


Jennifer Sargent, Principal Management Analyst

11/27/2018


Teresa Summers, Director of Purchasing

10/25/2018


Gregory V. Priaplos, Director County Counsel

11/4/2018



Administrative Office
4060 County Circle Drive, Riverside, CA 92503
951.358.3000 FAX: 951.358.3036
www.dpsr.co.riverside.ca.us

Sarah Mack, Interim Director
Sheri Studebaker, Assistant Director

Date: 9/24/18
From: Sarah Mack, Interim Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Barry Tantlinger, 951-358-3293
Subject: Sole Source Procurement; Request for SafeMeasures Web Based Reporting Subscription

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested:** National Council on Crime and Delinquency (NCCD)
2. **Vendor ID:** 0000021736
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 Yes **No**
SSJ# 14-510
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:** NCCD SafeMeasures web-based reporting subscription.
6. **Unique features of the supply/service being requested from this supplier.**
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 unique because NCCD is a private, non-profit organization that contracts with the California Department of Social Services (CDSS) to access to data from the CDSS Child Welfare Services Case Management System (CWS/CMS) and then provides counties outcome and staff performance measures.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

SafeMeasures allows DPSS supervisors and administration to monitor service delivery activity by navigating a set of reports presented in graphically. It allows administrators and supervisors to perform quality assurance on Children's Services cases from investigation through case closure. SafeMeasures ensures 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' ability to monitor key service delivery indicators.

These services should be replaced by functionality provided by CDSS' CWS/CMS replacement, CWS-CARES, in the next three to five years. CDSS will not provide funding for alternative systems during this transition.

8. Period of Performance: From: 10/1/2018/ to 9/30/2023
(total number of years)

Is this an annually renewable contract? No
Is this a fixed-term agreement: Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	Total
One-time Costs:						
<i>(Insert description)</i>						
Ongoing Costs:	\$72,398	\$72,398	\$72,398	\$72,398	\$72,398	\$361,990
<i>(Insert description)</i>						
Previous SSJ Approved Amounts:						
<i>(Insert description)</i>						
Total Costs	\$72,398	\$72,398	\$72,398	\$72,398	\$72,398	\$361,990

10. Price Reasonableness:

\$72,398 represents a 5% increase over DPSS' previous SafeMeasures contract negotiated in 2014. Per the Consumer Price Index, inflation over that period has been 6.13%. Additionally, NCCD is holding this price the next five years without an increase.

11. Projected Board of Supervisor Date (if applicable): October 30, 2018
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Sarah L Mack Department Head Signature (or designee) Sarah Mack Print Name 9/25/18 Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Condition/s:

Not to exceed:

One-time \$ _____
 Annual Amount \$ 72,398 / per fiscal year through 6/30/23 (date) (if
 Annual Amount Varies each FY)
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____

[Signature] Purchasing Agent 10/24/18 Date 19-072 Approval Number
 (Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

HLI Number:	PR2018-07456						
Requested Purchase:	NCCD Safe Measures Software Renewal						
Department/Agency:	Public Social Services						
Primary Contact/Phone:	Debbie George			Alternate Contact/Phone:	Claudia Oros		
Purchase Request Type:							
Describe Requested Purchase:	National Council on Crime and Delinquency (NCCD) SafeMeasures Reporting and Performance Management Software. \$72,398 annually for five years. Total 361,990						
Terms:	Is this a Multi Year Contract?: True Length of Contract: 5 Start Date: End Date: Special Terms and Conditions:						
Business Needs Addressed:	SafeMeasures is a subscription web-based reporting service that allows DPSS' supervisors and administration to monitor service delivery activity by navigating a set of reports presented in graph and chart format. NCCD contracts with the California Department of Social Services (CDSS) to provide data from the Child Welfare Services Case Management System (CWS/CNS) and links this data to key performance standards.						
Are there other county systems that provide the same functionality?	No						
Business Criticality:	Run the Business						
Business Impact:	Support Current Operations, Improve Customer Service, Improve Operational Efficiencies						
Current Cost Itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
NCCD SafeMeasures Software Renewal	Software - Renewal	Unknown	5	\$72,398.00	\$361,990.00		\$361,990.00
Annual Costs							
Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments			
Accounting String To be completed for pass-thru purchases that will be processed by RCIT Only							
Bill#	Accounts (6 digits)	Dept ID (6-10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)	
Department Head or Authorized Designee Signature: Corey Taylor					Date: 8/30/2018 11:07 AM		
RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status							
Recommended:	By:			Date:			
Denial Explanation:							
ACIO Review - ACIO Review Status							
Recommended:	YES			By: Louise Ann Oros	Date: 9/4/2018		
Denial Explanation:							



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

CIO Review (Purchases and renewals > \$100K) CIO Review Status		
Recommended: <i>Yes</i>	By: <i>[Signature]</i>	Date: <i>9/4/18</i>
Denial Explanation:		
TSOC Review (Purchases and renewals > \$100K) TSOC Review Status		
Recommended:	By:	Date:
Denial Explanation:		

**Reporting Service Subscription Agreement
For Internet Access to SafeMeasures®**

This Reporting Service Subscription Agreement for Internet Access to SafeMeasures® ("Agreement") is made and entered into by and between the National Council on Crime and Delinquency, a nonprofit corporation organized under the laws of California, with business offices in Madison, Wisconsin, USA ("NCCD") and the County of Riverside, a political subdivision of the state of California, on behalf of its Department of Public Social Services ("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 that 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 that 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 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 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 the SafeMeasures training website.
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, 2018 ("Effective Date") and end on September 30, 2019, unless earlier terminated as provided herein. 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 four additional one-year periods (each a "Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon a written amendment signed by both parties.

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 ("Effective Date of Renewal Term"). If an amendment is not fully executed and received by NCCD within 30 days of the current Term's expiration, NCCD reserves the right to discontinue access to the SafeMeasures internet reporting service until an amendment is in place.

5.3 Termination Without Cause. Customer may terminate this Agreement without cause upon thirty (30) calendar days' written notice served on NCCD stating the extent and effective date of termination.

5.4 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.

5.5 Termination for Non-Appropriation of Funds. The obligation of Customer for payment under this Agreement beyond the current fiscal year end, June 30th, is contingent upon and limited by the availability of County of Riverside funding from which payment can be made. There shall be no legal liability for payment on the part of Customer beyond June 30 of each year unless funds are made available for such payment by the Riverside County Board of Supervisors. In the event such funds are not forthcoming for any reason, Customer shall immediately notify NCCD in writing and this Agreement shall be deemed terminated and be of no further force or effect. Customer shall make all payments to NCCD that were properly earned prior to the unavailability of funding.

5.6 Should the State of California provide similar functionality to SafeMeasures during the term of this Agreement and require Customer to use State provided software, this Agreement will be terminated without cause and Customer will receive a pro-rated refund of the Reporting Service Subscription Fee.

5.7 After termination, Customer shall make payment only for NCCD's performance up to the date of termination in accordance with this Agreement.

5.8 The rights and remedies of Customer provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

6. NCCD Warranty, Disclaimers and Remedies.

6.1 Warranty. NCCD warrants the following.

- (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. NCCD 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 Subscription Fee; or

- 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.

The parties acknowledge that Customer is a governmental entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provisions contained in this Agreement, any information (including Original Works), communications, and documents given by NCCD to Customer and meetings involving Customer may be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent Customer is required by law to disclose the above-described information (including Original Works), communications, and documents, Customer will comply with such law.

- 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 and WIC 10850 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. NCCD shall promptly transmit to Customer all third party requests for disclosure of Customer data. NCCD shall not disclose such information to anyone other than Customer except when disclosure is specifically permitted by this Agreement or authorized in writing in advance by

Customer. NCCD shall comply with Welfare and Institutions Code Section (WIC) 10850.

- 10.12 Insurance. Without limiting or diminishing NCCD's obligation to indemnify or hold CUSTOMER harmless, NCCD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, CUSTOMER herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

NCCD shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by NCCD, its agents, representatives, or employees. NCCD shall procure and maintain for the duration of this Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

NCCD shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by NCCD in this Agreement and shall include, but is not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If NCCD maintains broader coverage and/or higher limits than the minimums shown above, CUSTOMER requires and shall be entitled to the broader coverage and/or higher limits maintained by NCCD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSTOMER.

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
Attn: Shane Fetters
520 3rd Street, Suite 101
Oakland, CA 94607
Phone: (800) 306-6223
sfetters@nccdglobal.org

If to Customer: Department of Public Social Services
Administrative Services Division – Contracts
Attn: Barry Tantlinger
10281 Kidd Street
Riverside, CA 92503
Phone/Fax: (951) 358-3293; (951) 358-3900
btantlin@rivco.org

Direct invoices to: Department of Public Social Services
Fiscal/Management Reporting Unit
Attn: Yobani Ortiz
4060 County Circle Drive
Riverside, CA 92503
Phone: (951) 358-5720
yoortiz@rivco.org

Notification and investigation of breaches of security:

NCCD shall immediately notify the Customer when it discovers that there may have been a breach in security which has or may have resulted in compromise to Customer data. For purposes of this section, immediately is defined as within two hours of discovery.

Refer breaches to: DPSS Privacy Officer
Riverside County Department of Public Social Services
Business Continuity/Assurance and Review Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841
privacyincident@rivco.org

10.13 Relationship of Parties. NCCD and Customer for purposes related to this Agreement are independent contractors and shall not be deemed as employees of the other. There shall be no employer-employee relationship between the parties. It is further understood and agreed by the parties that NCCD in the performance of this Agreement is subject to the control or direction of Customer

merely as to the result to be accomplished and not as to the means and methods for accomplishing the results. It is expressly understood and agreed that NCCD (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Customer employees are entitled.

[Signature Page Follows]

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

Customer:

Chuck Wolf
Signature

Chuck Washington
Name

Chairman, Board of Supervisors
Title

12, 4, 18
Date

NCCD:

Laurie J. Wetzel
Signature

Laurie J. Wetzel
Name

Chief Financial & Operations Officer
Title

10 / 03 / 2018
Date

FORM APPROVED COUNTY COUNSEL
BY: Danielle D. Maland 10/24/18
DANIELLE D. MALAND DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

Exhibit A

Reporting Service and Additional Fees

Reporting Service Subscription Fee

Customer shall pay NCCD \$72,398 for the Term of the Agreement (October 1, 2018 to September 30, 2019). If Customer and NCCD agree to renew this Agreement for four additional one-year periods by written amendment, the Reporting Service Subscription Fee shall be \$72,398 annually for each Renewal Term.

Payment Schedule

The Reporting Service Subscription Fee shall be due on the Effective Date of the Term or on the Effective Date of Renewal Term.

Training

Up to two remote training sessions via the Internet to train supervisors, managers, and administrators as requested by the Customer.

County Responsibilities

- 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://app.safemeasures.org/ca>.

Source of Data

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 Subscription Fee.