

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



ITEM: 3.21
(ID # 14005)

MEETING DATE:

FROM: PUBLIC SOCIAL SERVICES:

Tuesday, February 09, 2021

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Reporting Service Subscription Agreement for Internet Access to SafeMeasures® with Evident Change, without seeking competitive bids, for five years. Districts: All. [Annual Cost: \$75,294, Aggregate Cost: \$376,470, up to \$94,117 in additional compensation - Federal 38.24%, State 2.37%, County 3.00%, Realignment 56.39%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Reporting Service Subscription Agreement with Evident Change for Internet Access to SafeMeasures® without seeking competitive bids from January 1, 2021 through December 31, 2025 for a total aggregate contract amount of \$376,470;
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. 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 make modifications to the scope of services that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of 25% of the total annual cost of the Agreement.

ACTION: Policy


Sayori Baldwin, DPSS Director 12/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: DPSS

Kecia R. Harper
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 | \$ 36,199 | \$ 72,398 | \$ 376,470 | \$ 0 |
| NET COUNTY COST | \$ 1,086 | \$ 2,172 | \$ 11,294 | \$ 0 |
| SOURCE OF FUNDS: Federal 38.24%, State 2.37%, County 3.00%, Realignment 56.39% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 20/21 – 25/26 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

NCCD recently changed its company name and is now doing business as Evident Change to provide SafeMeasure® services. Evident Change created SafeMeasure® software, which is a quality assurance tool that makes key performance indicators routinely available to DPSS’ supervisors and administration. Evident Change 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. The previous contract ended on December 31, 2020 and DPSS is requesting a renewal to continue the SafeMeasure® services.

SafeMeasure® 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 SafeMeasure® software since 2003 along with thirty-six (36) counties and CDSS.

Impact on Residents and Businesses

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

Additional Fiscal Information

Evident Change is holding its price firm at \$72,398 annually, without any increases, from January 1, 2021 to December 31, 2023. The cost will then increase by ten percent to \$79,638 annually for January 1, 2024 to December 31, 2025, since there have been no increases in the last five years. Evident Change’s increase is within the Consumer Price Index range. Inflation over that period is approximately ten percent.

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

| Annual Period | Amount |
|---|-----------|
| January 1, 2021 to December 31, 2021 | \$72,398 |
| January 1, 2022 to December 31, 2022 | \$72,398 |
| January 1, 2023 to December 31, 2023 | \$72,398 |
| January 1, 2024 to December 31, 2024 | \$79,638 |
| January 1, 2025 to December 31, 2025 | \$79,638 |
| Total: | \$376,470 |

Contract History and Price Reasonableness

The Board approved a sole source procurement of SafeMeasure® with two (2) one-year renewal options on August 31, 2010 (Agenda #3.66). Subsequently, the Board approved SafeMeasure® for four years on June 3, 2014 (Agenda #3.65) and on December 4, 2018 (Agenda # 3.38), the Board approved the subscription agreement with four one-year renewal options under the previous contractor's name NCCD. The new Agreement and Sole Source reflect the new Contractor's name, Evident Change, and renews the contract with additional changes to the terms and pricing. This new Agreement will be a multi-year agreement through December 31, 2025.

Evident Change has a contract with the California Department of Social Services (CDSS) to access data from the CDSS Child Welfare Services Case Management System (CWS/CMS). Evident Change also provides counties outcome and staff performance measures. Losing SafeMeasure® would eliminate DPSS' ability to monitor key service delivery indicators.

The functionality included in the SafeMeasure® 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.

ATTACHMENTS:

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


Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

12/28/2020


Gregory V. Priamos, Director County Counsel

1/28/2021

**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 this 1 day of January, 2021, by and between Evident Change, a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA Evident Change 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. Evident Change has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the Evident Change 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, Evident Change 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. Evident Change 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 Evident Change for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by Evident Change.
- 1.2 Access to Customer Data: If requested by Evident Change, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by Evident Change. If data is supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change.

- 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 Evident Change owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). Evident Change 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. Evident Change 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 Evident Change for processing and analysis.
 - 2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to Evident Change 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 Evident Change's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
 3. Reporting Service Subscription Fee. Customer will pay Evident Change 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, Evident Change 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 Evident Change at Evident Change's published service rates. Evident Change 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 Evident Change or the Customer. Evident Change 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 January 1, 2021 ("Effective Date") and end on December 31, 2025 unless earlier terminated as provided herein. After expiration of the current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of Safe Measures.
- 5.2 Termination Without Cause. Customer may terminate this Agreement without cause upon thirty (30) calendar days' written notice served on Evident Change stating the extent and effective date of termination.
- 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.
- 5.4 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 Evident Change in writing and this Agreement shall be deemed terminated and be of no further force or effect. Customer shall make all payments to Evident Change that were properly earned prior to the unavailability of funding.
- 5.5 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.
- 5.6 After termination, Customer shall make payment only for Evident Change's performance up to the date of termination in accordance with this Agreement.
- 5.7 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. Evident Change Warranty, Disclaimers and Remedies.

- 6.1 Warranty. Evident Change warrants the following.

- (a) Provided that Customer or another designated party regularly submits the required raw MIS data to Evident Change, 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. Evident Change 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) Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- (d) Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change 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®. Evident Change makes no warranties whatsoever for any Original Works that have been modified by Customer, nor does Evident Change warrant that SafeMeasures® will be offered without interruption.
- (e) Customer acknowledges that Evident Change 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 Evident Change with sufficient details available to Customer about the Noncompliance to allow Evident Change to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as Evident Change's entire liability in contract, tort, or otherwise of such Noncompliance, Evident Change will either:

- (a) Correct the Noncompliance; or
- (b) If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
 - (i) Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
 - (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Indemnification.

- 7.1 Intellectual Property Indemnification by Evident Change. If a third party claims that SafeMeasures® infringes any copyright, patent, trade secret, or other rights of any third party, Evident Change will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at Evident Change's expense, and Evident Change will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies Evident Change 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 Evident Change sole and exclusive control over the resolution of such claim and that Customer cooperates fully with Evident Change, at Evident Change'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, Evident Change 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 Evident Change may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.
- 7.3 Additional Indemnification. Evident Change agrees to indemnify and hold harmless Customer, its departments, agencies, and districts (including their officers, employees and agents) (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of Evident Change (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. Customer shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. Customer shall, at its sole cost, have the right to use counsel of its choice, and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise Evident Change's indemnification obligation. Evident Change's obligation hereunder shall be satisfied when Evident Change has provided Customer the appropriate form of dismissal relieving Customer from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe Evident Change's obligations to indemnify and hold Customer harmless.
8. Limitation of Evident Change's Liability, Consequential Damages. The cumulative liability of Evident Change 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 Evident Change by Customer for SafeMeasures® during the one-year period prior to the date Evident Change is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 7. In no event will Evident Change be liable for any special, indirect, incidental, or consequential losses or damages even if Evident Change 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, Evident Change will not indemnify Customer in any way against any claim.

9. Customer Warranties. Customer warrants the following.
- 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 Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.
- 9.2 Customer will provide the requested case-based MIS data to Evident Change 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 Evident Change.
10. General.
- 10.1 Installation. Customer is responsible for providing access to the SafeMeasures® website via the internet to its users. Evident Change 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 Evident Change 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. Evident Change reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement. Such fees shall be negotiated between the parties and agreed to via a written amendment signed by both parties.
- 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 Evident Change 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 Subscription 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 Evident Change'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.

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 Evident Change 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. Evident Change 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, Evident Change 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. Evident Change shall promptly transmit to Customer all third-party requests for disclosure of Customer data. Evident Change 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. Evident Change shall comply with Welfare and Institutions Code Section (WIC) 10850.
- 10.12 Insurance. Without limiting or diminishing Evident Change's obligation to indemnify or hold CUSTOMER harmless, Evident Change 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.

Evident Change 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 Evident Change, its agents, representatives, or employees. Evident Change 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.

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

If to Customer: Department of Public Social Services
Administrative Services Division – Contracts
Attn: Tracy Chappell Slaughter
10281 Kidd Street
Riverside, CA 92503
Phone/Fax: (951) 358-5870; (951) 358-3900
trchappe@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:

Evident Change 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. Evident Change 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 Evident Change 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 Evident Change (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Customer employees are entitled.

10.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have

the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

Customer:

Karen S. Spiegel
Signature

Karen Spiegel
Name

Chair of the Board of Supervisors
Title

02 / 09 / 2021
Date

EVIDENT CHANGE:

Katherine H. Park
Signature

Katherine H. Park
Name

Chief Executive Officer
Title

01 / 25 / 2021
Date

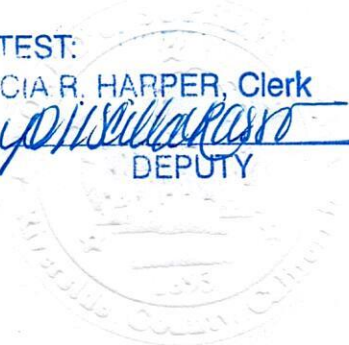
FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 1/27/2021
LISA/SANCHEZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY



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

Customer:

Signature

Karen Spiegel
Name

Chairman of the Board of Supervisors
Title

____/____/____
Date

EVIDENT CHANGE:



Signature

Katherine H. Park
Name

Chief Executive Officer
Title

01 / 25 / 2021
Date

Exhibit A

Reporting Service and Additional Fees

Reporting Service Subscription Fee

Customer shall pay Evident Change the Reporting Service Subscription Fee (January 1, 2021 to December 31, 2025) annually as follows:

| Annual Period | Amount |
|--------------------------------------|-----------|
| January 1, 2021 to December 31, 2021 | \$72,398 |
| January 1, 2022 to December 31, 2022 | \$72,398 |
| January 1, 2023 to December 31, 2023 | \$72,398 |
| January 1, 2024 to December 31, 2024 | \$79,638 |
| January 1, 2025 to December 31, 2025 | \$79,638 |
| Total: | \$376,470 |

Payment Schedule

The Reporting Service Subscription Fee shall be paid upon execution by both parties and on January 1st for each year thereafter.

Training

Up to two (2) 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 Evident Change.
- Provide access to the SafeMeasures® website: <https://app.safemeasures.org/ca>.

Source of Data

The required MIS data is currently provided to Evident Change 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.



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

Sayori Baldwin, Director
Jennifer Claar, Managing Director

Date: January 22, 2021
From: Sayori Baldwin, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Tracy Chappell Slaughter, 951-358-5870
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:** Evident Change
2. **Vendor ID:** Jaggaer Vendor ID # 1004647724
3. **Single Source** Sole Source
4. **Supply/Service being requested:**

Evident Change SafeMeasure® web-based reporting subscription.

5. **Unique features of the supply/service being requested from this supplier.**

Evident Change, formally known as National Council on Crime and Delinquency (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 Evident Change contracts with the California Department of Social Services (CDSS) to access data from the CDSS Child Welfare Services Case Management System (CWS/CMS) and then provides counties outcome and staff performance measures.

6. **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 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

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ _____

One time

Annual Amount through _____
(Date)

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)



Form



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details ?

Vendor National Council On Crime & Delinquency [more info...](#)

Fulfillment Address CCorp - Services: (preferred)
520 3rd St Ste 101
Oakland, CA 94607 US

Vendor Phone +1 800-306-6223

Distribution
The system will distribute purchase orders using the method(s) indicated below:
Check this box to customize order distribution information.

Email (HTML Body) dpaulus@nccdglobal.org

Contract

Background Information ?

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 19-072

If selected "yes", was the request approved for a different project?

No

Purchase Details ?

1. Supply/Service being requested:
NCCD SafeMeasures® web-based reporting subscription.

2. 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 unique because NCCD is a private, non-profit organization that contracts with the

Current Year Cost ?

6. Identify all costs for this requested purchase.
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.

Describe all current fiscal year costs associated with this

California Department of Social Services (CDSS) to access data from the CDSS Child Welfare Services Case Management System (CWS/CMS) and then provides counties outcome and staff performance measures.

3. Reasons why my department requires these unique features 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 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, CWSCARES, in the next three to five years. CDSS will not provide funding for alternative systems during this transition.

4. Period of Performance 1/1/2021
From:

Period of Performance To: 12/31/2025

Is this an annually renewable contract or is it fixed term?
 Fixed Term

5. Price Reasonableness:

NCCD is holding its price firm without any increases from FY 20/21 – 22/23. The annual cost, \$72,398 will remain unchanged for the next three years, however, the cost will increase by 10% for FY 23/24 and 24/25 since there have been no increases in the last five years. NCCD's increase is within the Consumer Price Index range, inflation over that period is approximately 10%.

Projected Board of Supervisor 11/17/2020
Date (if applicable):

Commodity Code 96258

procurement in the box below. Insert all one time costs associated with this project in the table below.

The current fiscal year 20/21 costs is associated with the procurement for Internet Access to SafeMeasures®.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

| Description | Price |
|-------------|-----------|
| FY 20-21 | 72,398.00 |

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

| | |
|--------------------|-----------------|
| FY | 21-22: \$72,398 |
| FY | 22-23: \$72,398 |
| FY | 23-24: \$79,638 |
| FY | 24-25: \$79,638 |
| FY | no value |
| Additional FY Cost | no value |

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

The total aggregate cost for a five-year contract will be \$376,470.

ALL COSTS TOTAL: \$376,470

Current Year Cost Total: 72,398.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

- DPSS-0002361 NCCD...
- DPSS-0002361 NCCD...

□ NCCD SafeMeasures...

Purchasing Approval

?

| This section to be filled out by Purchasing Management only upon approval. | Approved by Teresa Summers | Date Approved 10/25/2020 | Approval Conditions/Comments <i>no value</i> |
|--|-------------------------------|-----------------------------|---|
|--|-------------------------------|-----------------------------|---|

Total 72,398.00

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

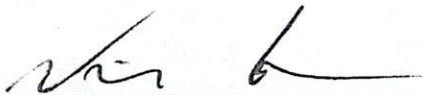
Ad Desc.: Ordinance No. 664.68 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/12/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: March 12, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011447878-01

P.O. Number:

Ad Copy:

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

ORDINANCE NO. 664.68 AN ORDINANCE OF THE COUNTY OF RIVERSIDE APPROVING DEVELOPMENT AGREEMENT NO. 1900030

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900030, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chair of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 1900030 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.
K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **March 02, 2021**, the foregoing Ordinance consisting of three (3) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

Press-Enterprise: 3/12

TRMA/Planning
Item 3.21 of
03/02/21



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP,
4080 LEMON ST

RIVERSIDE CA 92501

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/12/2021

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a Newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 12th of March 2021 in Green Bay, WI, County of Brown.

Jana Kanitz

DECLARANT

Ad#:0004636241
P O : Ord. #664.68
This is not an invoice
of Affidavits: 2

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

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NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Published: 3/12/2021

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NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Published: 3/12/2021

TRMA/Planning

Item 3.21

of 03/02/21



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

February 16, 2021

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

E-MAIL: legals@thedesertsun.com
TEL: (760)778-4578

RE: NOTICE OF ADOPTION OF ORDINANCE NO. 664.68

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Friday, February 19, 2021**.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION**.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to
KECIA R. HARPER, CLERK OF THE BOARD

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

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K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **February 09, 2021**, the foregoing Ordinance consisting of three (3) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

February 16, 2021

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: 951-368-9018

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Sincerely,

Hannah Lumanauw

Board Assistant to
KECIA R. HARPER, CLERK OF THE BOARD

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ABSENT: None

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By: Hannah Lumanauw, Board Assistant