

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



ITEM: 3.43  
(ID # 30551)

**MEETING DATE:**  
Tuesday, June 23, 2026

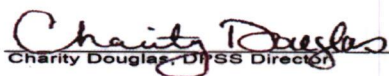
**FROM :** PUBLIC SOCIAL SERVICES

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve the Professional Services Agreement (DPSS-0005464) with Evident Change for the SafeMeasures Reporting Services Subscription, without seeking competitive bids, for four (4) years effective January 1, 2026 through December 31, 2029; [Districts: All]; [Total Aggregate Cost: \$361,807; up to \$72,361 in additional compensation] [Funding: Federal 50%, State 5%, Realignment 45%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement (DPSS-0005464) with Evident Change for the SafeMeasures Reporting Services Subscription without seeking competitive bids, for four (4) years, effective January 1, 2026, through December 31, 2029 for a total aggregate amount of \$361,807; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent to issue Purchase Order(s) for any goods and/or services rendered that do not exceed approved amounts; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement.

**ACTION:Policy**

  
Charity Douglas, DPSS Director


6/1/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: June 23, 2026  
xc: DPSS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$42,208	\$86,948.50	\$361,807	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Federal 50%, State 5%, Realignment 45%			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b> 26/27 – 29/30	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

SafeMeasures® is a proprietary service that can only be provided by Evident Change, which is a non-profit research organization that has an exclusive data sharing agreement with the California Department of Social Services (CDSS) to access data from the Child Welfare Services Case Management System (CWS/CMS). Evident Change provides counties with outcome data and staff performance measures to support continual improvement in child welfare practice.

The Evident Change SafeMeasures software serves as a quality-assurance tool for the Department of Public Social Services (DPSS). SafeMeasures gives supervisors and administrators real-time access to key performance indicators related to caseload management, referrals and investigations, in-home and out-of-home cases, child well-being, and federal outcome measures. The system presents data in multiple formats, including trend lines, aggregate performance dashboards, and drill-down case lists, enabling managers to monitor service delivery and evaluate case progress from investigation through closure.

The current Agreement expired on December 31, 2025. This Board action requests to ratify and approve Professional Services Agreement DPSS-0005464 with Evident Change to continue providing Reporting Services Subscription access to SafeMeasures, without seeking competitive bids, for a four-year term effective January 1, 2026, through December 31, 2029 and approval of the assigned Single Source Justification (No. 26-178).

**Impact on Residents and Businesses**

Approval of this agreement will ensure continued access to Evident Change tools and services, allowing the County to generate comprehensive reports and ongoing monitoring of required county, state, and federal performance indicators. This supports consistent service delivery and strengthens oversight that benefits both residents and local businesses.

**Additional Fiscal Information**

The total aggregate payments to CONTRACTOR shall not exceed:

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

ANNUAL PERIOD	ANNUAL PAYMENT
January 1, 2026 to December 31, 2026	\$84,416
January 1, 2027 to December 31, 2027	\$89,481
January 1, 2028 to December 31, 2028	\$93,955
January 1, 2029 to December 31, 2029	\$93,955
Total Aggregate	\$361,807

**Contract History and Price Reasonableness**

SafeMeasures is proprietary, and there is no equivalent system that meets state-aligned child welfare performance monitoring requirements, competitive solicitation is not feasible. DPSS has utilized the SafeMeasures software solution since 2003. SafeMeasures has grown to cover 57 of the 58 California county-based child welfare agencies and the California Department of Social Services (CDSS), demonstrating its statewide acceptance and specialized applicability for child welfare performance management.

On February 9, 2021 (Agenda Item #3.21), The Board of Supervisors approved a five-year agreement and Sole Source Justification NO.19-072 for SafeMeasures services through December 31, 2025.

This Board action requests to ratify and approve Professional Services Agreement DPSS-0005464 with Evident Change to continue providing Reporting Services Subscription access to SafeMeasures, without seeking competitive bids, for a four-year term effective January 1, 2026, through December 31, 2029 and approval of the assigned Sole Source Justification (No. 26-178).

**ATTACHMENTS:**

- A. DPSS-0005464 – Evident Change – SafeMeasures Agreement
- B. Sole Source Justification 26-178

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet

6/5/2026

*Stacey Pena*  
Stacey Pena, EO Management Analyst

6/9/2026

*Gregg Gu*  
Gregg Gu, Chief Deputy County Counsel

6/8/2026



# SAFEMEASURES<sup>®</sup> REPORTING SERVICE SUBSCRIPTION AGREEMENT

This “SafeMeasures<sup>®</sup> Reporting Services Subscription Agreement (“Agreement”) is between Evident Change, a nonprofit corporation organized under the laws of New York and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as “CUSTOMER” or “COUNTY”). The parties agree as follows:

## 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 data from a child welfare agency’s case management system (CMS) and publishes it via a conventional online browser in a customized series of reports, dashboards, scorecards, and Key Performance Indicators.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity and agency performance by navigating an extensive set of customized reports and dashboards presented in multiple different formats that can be aggregated by timeframe, location, assignment, or specific demographics and services. These reports permit customers to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by county, state, or federal regulatory requirements. SafeMeasures includes quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchange, the Parties agree as follows.

### 1. PROVISION OF SERVICE: WEB-BASED REPORTING

- 1.1 During the Term of this Agreement, Evident Change will provide Customer with a SafeMeasures subscription that includes:
  - Unlimited access to a dedicated SafeMeasures team of subject matter experts that provides consulting on report development that supports agency policy and practice;

- Multiple training opportunities, including online basic navigation courses hosted within Evident Change's learning management system or training files for upload into the agency internal training system, live and recorded webinars, quick reference guides, training curricula, and in-application support tools;
- Help desk support by regular email or in-application links;
- Unlimited user access with no additional cost for licensing or user accounts;
- Unlimited report development as prioritized by the Core Team;
- Unlimited Administrator accounts in order to create/delete and update user accounts;
- Customized dashboard and scorecard development for the county;
- Access to over 400 reports developed for the State of California, limited to the county view and data; and
- Representation on the monthly scheduled web-based meetings with the California Counties Core Team.

### *1.2 Access to Newly Developed Reports for the Purpose of Vetting and Testing Their Accuracy Prior to Release on the Production Site*

### *1.3 Access to Customer Data*

If requested by Evident Change, Customer will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by Evident Change. If data are supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change. The parties can exchange data pursuant to WIC 10850(g).

### *1.4 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.

### *1.5 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.

### *1.6 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.

### *1.7 Copyright Ownership and License*

Customer acknowledges that Evident Change owns the copyright in all graphic interfaces, reports, displays, and format (“Original Works”). Evident Change grants Customer a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes with no sublicensing rights for the Term of the Agreement.

### *1.8 Training*

Evident Change will provide training as specified in Exhibit A. Customer will provide training facilities, equipment, and access to the SafeMeasures training website.

## **2. DATA TRANSMISSION**

Customer, or other party supplying CMS data, shall supply Evident Change with regular extracts via one of the following methods to send daily extracts of agency data to Evident Change for processing and analysis. Data extracts shall occur daily or on a schedule determined jointly by Customer and Evident Change. Customer or supplying party will send data over a secure channel to Evident Change’s SSH server or may transfer data via a mutually satisfactory method that meets the frequency and security requirements of both organizations.

### *2.1 Data Storage Location*

All County data transmitted to or stored by Evident Change under this Agreement shall be stored, processed, transmitted, and backed up exclusively within the United States. Evident Change shall not transfer, store, or permit access to County data outside the United States without the County’s prior written approval.

## **3. DATA SHARING**

The County and Evident Change agree that the County shall grant Evident Change access to and use of in accordance with federal and state law—the data necessary for the continuous quality improvement (CQI) related to the technical assistance needed to ensure SafeMeasures is operating as intended and in the furtherance of ongoing improvement. The parties can exchange data pursuant to WIC 10850(g). If Evident Change desires to utilize the data for reasons other than those contemplated by this Agreement, for CQI or for technical assistance, SafeMeasures will obtain express written permission from the County or other authorized entities before doing so.

#### **4. 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.

The COUNTY shall pay Evident Change for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A. Maximum payments by COUNTY to Evident Change shall not exceed \$361,807, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

To order services or products, COUNTY shall issue a Purchase Order to Evident Change specifying the amount of services or products. Evident Change shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of Evident Change’s expenses related to this Agreement.

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify Evident Change in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Evident Change will issue a pro-rated reimbursement for that fiscal year.

#### **5. UPDATES**

During the Term of this Agreement, Evident Change will provide 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.

#### **6. TERM AND TERMINATION**

##### *6.1 Term*

The Term of this Agreement shall be ratified to January 01, 2026, and shall terminate on December 31, 2029, unless earlier terminated pursuant to Section 6.3. After expiration of the current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

### *6.2 Renewal*

If Customer is not in default of this Agreement, Customer and Evident Change may renew this agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, Evident Change 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) Evident Change's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) by the Parties entering into a new Agreement approved by the Board of Supervisors.

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

### *6.3 Termination*

A party may terminate this Agreement, with or without cause, with 30 days' written notice. 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. If County terminates this Agreement, Evident Change will issue a pro-rated reimbursement for that fiscal year.

## **7. OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS**

Evident Change agrees that all materials, reports or products in any form, including electronic, created by Evident Change for which Evident Change has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. Evident Change agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Nothing in this section intends that the County would take ownership of Evident Change's intellectual property, trademarked products and services or work product.

## **8. INDEPENDENT CONTRACTOR/EMPLOYMENT ELIGIBILITY**

8.1 Evident Change is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the Evident Change (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Evident Change shall hold COUNTY harmless from any

and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8.2 Evident Change warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. Evident Change shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Evident Change shall retain all such documentation for all covered employees, for the period prescribed by the law.

## **9. DISPUTES**

9.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. That decision may be appealed to a court of competent jurisdiction.

9.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## **10. RECORDS AND DOCUMENTS**

Evident Change shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of Evident Change's costs related to this Agreement. All such books, documents and records shall be maintained by Evident Change for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. Evident Change shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

## **11. CONFIDENTIALITY**

11.1 Evident Change shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

## 12. EVIDENT CHANGE WARRANTY, DISCLAIMERS, AND REMEDIES

### 12.1 Warranty

Evident Change warrants that:

- a. Provided that Customer or another designated party regularly submits the required case management data to Evident Change, SafeMeasures will perform substantially as described in this Agreement 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.
- e. 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.
- f. Customer acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.
- g. Evident Change shall implement administrative, technical, and physical safeguards that meet or exceed the requirements of the Riverside County Information Security Standard (A-58) for the protection of confidential data, including but not limited to PHI, PII, and juvenile case information as applicable.

### 12.2 Remedies

If SafeMeasures does not operate substantially as warranted (hereinafter described 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.

### **13. INDEMNIFICATION BY EVIDENT CHANGE**

#### *13.1 Indemnification*

To the fullest extent allowed by law, Evident Change shall defend, indemnify, and hold harmless the Customer and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, Customer employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Evident Change, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Evident Change includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limitations provided for in Civil Code Section 2782.S(a) of the cost to defend charged to Evident Change for design professional services. Each party shall notify the other party in writing of any claim or damage related to activities performed under this Agreement within 21 days of the notice or when aware of the possible existence of such a claim. The parties shall fully cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

### **14. Replacement or Refund for Intellectual Property Disputes**

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.

### **15. EVIDENT CHANGE'S LIABILITY OR CONSEQUENTIAL DAMAGES**

Evident Change may be liable to Customer for actual damages proven related to services rendered under this Agreement. 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 8, and solely to the extent provided therein, Evident Change will not indemnify Customer in any way against any claim.

### **16. CUSTOMER WARRANTIES**

Customer warrants that:

16.1 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.

16.2 Customer will provide the requested data to Evident Change using one of the methods described in Section 2 or, if data are supplied by another party, execute all necessary agreements and permissions to release these data to Evident Change.

16.3 Customer recognizes that Evident Change has developed and owns all intellectual property rights, title, and interest and trademarks in SafeMeasures. Except as expressly permitted by this agreement, Evident Change does not permit Customer to modify or otherwise copy, transfer, license, distribute, or use the SafeMeasures service in any manner other than as is contemplated under this Agreement. Customer further acknowledges and agrees that Evident Change owns and shall retain all rights, title, and ownership to SafeMeasures, including without limitation all copyrights, moral rights, patents, trade secrets, trademarks, and other intellectual property rights it holds, subject to this Agreement.

## **17. GENERAL**

### *17.1 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.

### *17.2 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.

### *17.3 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. Any additional fees must be approved from County by way of a written amendment.

### *17.4 Complete Agreement and 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. 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.

#### *17.5 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.

#### *17.6 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.

#### *17.7 Privacy*

Evident Change undergoes an annual SOC 2 audit to assess its success in ensuring the security, confidentiality, availability, and privacy of the data it processes. The resulting annual report of the audit results may be provided to the Customer upon request. In the event that a data subject contacts Evident Change with a request to exercise their rights, Evident Change staff shall document and refer the request to appropriate Customer personnel. Evident Change maintains a data use, destruction, and retention policy that outlines its commitments to secure data processing and personal data breach notification. Upon completion or termination of the contract, Evident Change shall delete/return all personal data to the Customer according to contractual obligations and/or Evident Charge's data use, destruction, and retention policy. In the event of any actual or suspected security incident or data breach involving County data, Evident Change shall notify the County's Privacy Officer in writing within twenty-four (24) hours of discovery, and shall fully cooperate in investigations, mitigation, corrective action, and any legal or regulatory reporting obligations.

#### *17.8 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.

#### *17.9 Governing Law and Severability*

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### *17.11 Headings*

The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

### *17.12 HIPAA Compliance*

Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of County data. County 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") may not apply to the County data that are the subject of this Agreement. In any event, Evident Change acknowledges that the County data may include health information, other information of a personal and sensitive nature, and juvenile case file information that is strictly confidential pursuant to California Welfare and Institutions Code section 827 and such information may in fact be subject to HIPAA. Evident Change maintains current confidentiality and security procedures that are consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules and consistent with the level of confidentiality mandated by section 827 of the California Welfare and Institutions Code.

### *17.13 Digital Accessibility*

Evident Change is actively working to ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version. Evident Change is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Evident Change, and in any software, documents, videos, and/or training given and published by Evident Change and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21<sup>st</sup> Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Evident Change will engage in good faith with open and effective communication with the County of Riverside to solve and address accessibility issues. County of Riverside will collaborate with Evident Change around accessibility, understanding that it is Evident Change's responsibility to conduct accessibility testing and create accessible deliverables.

## **18. 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: Chris Scharenbroch  
 717 John Nolen Drive  
 Madison, WI 53713  
 Phone: (800) 306-6223  
 Email: [csharenbroch@evidentchange.org](mailto:csharenbroch@evidentchange.org)

If to Customer: Department of Public Social Services  
 Administrative Services Division- Contracts  
 ATTN: La Wanda Crawley  
 4060 County Circle Drive  
 Riverside, CA 92503  
 Phone: (951) 358-3529  
 Email: [lw crawle@rivco.org](mailto:lw crawle@rivco.org)

Direct Invoice to: Department of Public Social Services  
 Finance and Forecasting Department  
 ATTN: Cuong Pham  
 4060 County Circle Drive  
 Riverside, CA 92503  
 Phone: (951)-358-5720  
 Email: [OperatingServicesContractPayments@rivco.org](mailto:OperatingServicesContractPayments@rivco.org)

Refer breaches to: County Privacy Officer  
 Riverside County Department of Public Social Services.  
 DESC/Employee Development Unit  
 10281 Kidd Street  
 Riverside, CA 92503  
[privacyincident@rivco.org](mailto:privacyincident@rivco.org)

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 to 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.

Both parties have caused this Agreement to be executed by their respective duly authorized representatives.

COUNTY OF RIVERSIDE

a political subdivision of the State of California

EVIDENT CHANGE

*Karen S. Spiegel*

Signature

Karen Spiegel

Name

Chair of the Board

Title

06/23/2026

Date

*Mindy Rowland*

Signature

Mindy J. Rowland

Name

Chief Legal & Operating Officer

Title

05/18/2026

Date

Approved as to Form  
Minh C. Tran  
County Counsel

*Katherine Wilkins*

By: \_\_\_\_\_

Katherine Wilkins  
Deputy County Counsel

05/19/2026

Date: \_\_\_\_\_

ATTEST:  
Clerk of the Board

By: *Whitney Mayo, Deputy*



# EXHIBIT A: REPORTING SERVICE AND ADDITIONAL FEES

Total cost of this Agreement and annual lump sum payments for reporting system subscription fees include up to two virtual training sessions via the internet to train supervisors, managers, and administrators as requested by the County. Additional training may be available for an added fee, as outlined below.

## TOTAL AMOUNT OF AGREEMENT

\$361,807.00, for a 4-year Agreement

## PAYMENT SCHEDULE

Annual Subscription Fees:

\$84,416.00 due January 1, 2026, upon receipt of invoice

\$89,481.00 due January 1, 2027, upon receipt of invoice

\$93,955.00 due January 1, 2028, upon receipt of invoice.

\$93,955.00 due January 1, 2029, upon receipt of invoice.

## TRAINING (IF REQUESTED BY CUSTOMER)

Up to two web-based training sessions per year is available to train supervisors, managers, and administrators as requested by the County by email. These web-based training sessions are included in the budget.

## ADDITIONAL/ONSITE SUPPORT/TRAINING (IF REQUESTED BY CUSTOMER)

If onsite training session is requested by County, an hourly rate of \$175 would be charged for the training and travel time ((e.g., materials) associated with the additional training.

## COUNTY RESPONSIBILITIES

- Provide computer lab for training, if needed.
- 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.
- Authorized administrators will be provided access to the SafeMeasures website:  
<https://app.safemeasures.org/ca/>

## EXHIBIT B: INSURANCE PROVISIONS

The following insurance provisions are required.

- A. Without limiting Evident Change to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor’s agents, representatives, employees, or subcontractors.
  
- B. Minimum Scope of Insurance Coverage must be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
  - 2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
  - 3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
  
- C. Minimum Limits of Insurance Contractor must maintain limits no less than:
 

1. General Liability: (including operations, products and completed operations)	<b>\$2,000,000</b>	Per occurrence for bodily injury, personal injury, and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	<b>\$1,000,000</b>	Per accident for bodily injury and property damage.
3. Workers’ Compensation:		As required by the State of California.
4. Employer’s Liability:	<b>\$1,000,000</b>	Per accident for bodily injury or disease.

#### D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage.

1. Cyber Liability:           **\$2,000,000**           Per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Contractor under this Contract.
  
2. Professional Liability: **\$2,000,000**           Combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than five years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

#### F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

1. The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees, and volunteers; or
2. Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### G. Other Insurance Provisions

1. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions.
  - a. The County, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts, or equipment

furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

- b. For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to County, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
2. If Contractor's services are technologically related, Professional Liability coverage shall include but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private 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 such obligations. The policy shall also include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.  
If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.
  3. Should any of the above-described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### H. Waiver of Subrogation

1. Contractor agrees to waive subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
2. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

#### I. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII unless otherwise acceptable to County.

#### J. Verification of Coverage

1. Contractor must furnish County with original certificates and endorsements affecting coverage required by this Contract.
2. The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
3. County must receive and approve all certificates and endorsements before work commences.
4. However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
5. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and Evident Change

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of the DPSS-0005464 “Underlying Agreement”) between the County of Riverside (“County”) and Evident Change (“Contractor”) and shall be effective as of the date the Underlying Agreement is approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information (“PHI”) and/or certain electronic protected health information (“ePHI”) may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
      - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
      - (c) Whether the PHI was actually acquired or viewed; and
      - (d) The extent to which the risk to the PHI has been mitigated.
    - (2) Breach excludes:
      - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
      - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
      - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. “Designated record set” as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. “Electronic protected health information” (“ePHI”) as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. “Electronic health record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. “Health care operations” has the meaning given such term in 45 CFR §164.501.
- H. “Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. “Person” as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. “Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. “Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. “Required by law” has the meaning given such term in 45 CFR §164.103.
- M. “Secretary” means the Secretary of the U.S. Department of Health and Human Services 22 (“HHS”).
- N. “Security incident” as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. “Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. “Subcontractor” as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. “Unsecured protected health information” and “unsecured PHI” as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

## **2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
      - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

## **3. Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

#### **4. Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

**5. Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

**6. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:**

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
  - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

**7. Security of ePHI. In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:**

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by Contractor's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

**8. Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
  - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
  - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
    - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
    - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
    - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2)

business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term “breach” as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

## **9. Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor’s indemnification to County as set forth herein. Contractor’s obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor’s expense, for the defense or settlement thereof. Contractor’s obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor’s obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

**10. Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

**11. Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

**12. General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.