



SAFEMEASURES[®] REPORTING SERVICE SUBSCRIPTION AGREEMENT

This SafeMeasures[®] Reporting Services Subscription Agreement (“Agreement”) is between Evident Change, a nonprofit corporation organized under the laws of New York, with a business office in Madison, Wisconsin, and Nevada County on behalf of its Health and Social Services Department, Division of Child Welfare Services (collectively, “Customer” or “County”) (collectively, the “Parties”).

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 exchanged, the Parties agree as follows.

PROVISION OF SERVICE: WEB-BASED REPORTING

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

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

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. 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 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.

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 commence on August 01, 2024, and shall terminate on July 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.

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) Evident Change’s acceptance of Customer’s corresponding purchase order or by the Parties entering into a new Agreement.

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.

7. Evident Change Warranty, Disclaimers, and Remedies

7.1 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.

7.2 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.

8. Intellectual Property Indemnification by Evident Change

8.1 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.

8.1 Replacement or 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.

9. Limitation of Evident Change's Liability or 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 8. 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.

10. Customer Warranties

Customer warrants that:

10.1 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.

10.2 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.

10.3 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.

11. General

11.1 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.

11.2 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.

11.3 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.

11.4 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, 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 Governing Law and Severability

The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Nevada County, California or in the Federal District court in the Western District of Wisconsin, for any claims arising out of this Agreement. 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.

11.10 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.

11.11 Headings

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

11.12 HIPAA 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 are the subject of this Agreement, because the data are not subject to requirements of HIPAA. However, Evident Change acknowledges that the Customer 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. Evident Change 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 and consistent with the level of confidentiality mandated by section 827 of the California Welfare and Institutions Code.

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: Chris Scharenbroch
717 John Nolen Drive.
Madison, WI 53713
Phone: (800) 306-6223; Fax: (608) 831-6446
Email: cscharenbroch@evidentchange.org

If to Customer: Nevada County Department of Social Services.
ATTN: Nicholas Ready.
Address; P.O.Box 1210
Nevada City, CA 95959
Phone: (530) 265-1654
Fax: (530) 273-6941
Email: Nicholas.Ready@co.Nevada.ca.us

Contact Person Nevada County Department of Social Services.
ATTN: Laurel Foster.
Address; P.O. Box 1210
Nevada City, CA 95959
Phone: (530) 470-2420
Fax: (530) 265-9860
Email: Laurel.Foster@co.Nevada.ca.us

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

CUSTOMER

Signature

Name

Chair, Board of Supervisors
Title

Date

EVIDENT CHANGE

Signature

Mindy J. Rowland
Name

Chief Legal & Operating Officer
Title

Date

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

\$79,428.69, for a 5-year Agreement

PAYMENT SCHEDULE

Annual Subscription Fees:

\$14,711.74 due August 1, 2024, upon receipt of invoice.

\$15,594.44 due August 1, 2025, upon receipt of invoice.

\$16,374.17 due August 1, 2026, upon receipt of invoice.

\$16,374.17 due August 1, 2027, upon receipt of invoice.

\$16,374.17 due August 1, 2028, upon receipt of invoice.

TRAINING (IF REQUESTED BY CUSTOMER)

Up to two web-based training sessions to train supervisors, managers, and administrators as requested by the County.

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

- Time and Materials at \$175 per hour
- All Travel Expenses

COUNTY RESPONSIBILITIES

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Evident Change.
- Provide access to the SafeMeasures website: <https://app.safemeasures.org/ca/>

EXHIBIT B: INSURANCE PROVISIONS

The following insurance provisions are required.

A. Without limiting Contractor's obligation 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)	\$1,000,000	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:	\$1,000,000	Per accident for bodily injury and property damage.
3. Workers' Compensation:		As required by the State of California.
4. Employer's Liability:	\$1,000,000	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: **\$1,000,000** 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 effecting 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.