

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Evident Change

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: access to the Safe Measures reporting service for the Child Welfare Case Management System (CMS)

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 100,689.00

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3.0 TERM OF AGREEMENT: See Exhibit G

CONTRACTOR

~~3.01 The term of this Agreement is from May 1, 2022 to April 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.~~

COUNTY

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 11(a) for List of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION: See Exhibit G

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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CONTRACTOR

COUNTY

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

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8.0
CONTRACTOR
COUNTY

8.0 INDEMNIFICATION: See Exhibit G

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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~~Requestor must check the appropriate Automobile Insurance Threshold;~~
Requestor must check the appropriate box.

CONTRACTOR

~~Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.~~

COUNTY

~~Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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10.0 RECORDS AND CONFIDENTIALITY: See Exhibit G

CONTRACTOR

COUNTY

- 10.1 **Confidentiality:** ~~CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.~~
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Shane Fetters, Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	426 South Yellowstone Drive, Suite 250, Madison WI 53719
Address	Address
831-755-4430	800-306-6223
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

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Exhibit G 16.06

CONTRACTOR
COUNTY

~~**Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

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16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

CONTRACTOR

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

COUNTY

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

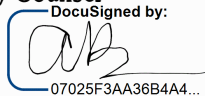
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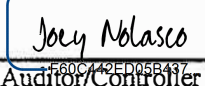
18.0 SIGNATURE PAGE.


IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

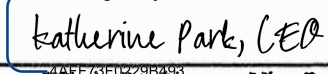
By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____


Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: 
County Counsel
Date: 3/3/2022 | 3:37 PM PST

Approved as to Fiscal Provisions
By: 
Auditor/Controller
Date: 3/4/2022 | 10:05 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: 
Risk Management
Date: 3/8/2022 | 8:58 AM PST

CONTRACTOR

Evident Change
By: 
(Signature of Chair, President, or Vice-President)
Date: 3/2/2022 | 10:56 AM PST

DocuSigned by:
By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Date: 3/3/2022 | 10:06 AM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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List of Exhibits

Evident Change

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	Securing Confidential Information
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	HIPAA Certification
Exhibit	F	Lobbying Certification
Exhibit	G	Modifications to Standard Agreement
Exhibit	H	Automobile Insurance Modification

EXHIBIT A

Monterey County Department of Social Services
and
Evident Change

May 1, 2022 – April 30, 2024

SCOPE OF SERVICES

1. CONTACT INFORMATION:

For Contractor: Shane Fetters, Director
426 South Yellowstone Drive
Madison WI 53719
800.306.6223
sfetters@evidentchange.org

For County Juan Plascencia, Information Systems
Manager
713 La Guardia St., Suite H8
Salinas CA 93901
(831) 783-7036
Plascenciajp@co.monterey.ca.us

2. BACKGROUND AND PRODUCT DESCRIPTION

CONTRACTOR has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as CONTRACTOR’s Internet Reporting Service and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency’s case management system (CMS) and publishes it via a conventional web browser in a series of concise, interactive management reports.

SafeMeasures is a subscription reporting service that permits COUNTY to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

3. SCOPE OF WORK

CONTRACTOR shall provide services and staff and otherwise do all things necessary for or incidental to the performance of the work, as set forth below:

- 3.1. Web-Based Reports. During the Term of this Agreement, CONTRACTOR will provide COUNTY with interactive web-based management reports (“Management Reports”), which permit the COUNTY to categorize agency

EXHIBIT A

compliance with various measures and permit COUNTY to identify the specific cases within each category. CONTRACTOR will specifically:

- 3.1.1 Provide Management Reports within 14 business days after first receiving raw CMS data from the COUNTY; and
- 3.1.2 Provide regular updates of management reports, provided that COUNTY or another agency regularly submits raw CMS data to CONTRACTOR for processing and analysis. Such updates will be provided within three (3) business days of receipt of the CMS data by CONTRACTOR.
- 3.2 Access to COUNTY Data. If requested by CONTRACTOR, COUNTY will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by CONTRACTOR. If data is supplied by a third party, COUNTY will authorize and facilitate release of the data to CONTRACTOR.
- 3.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only COUNTY and its employees or agents may access or use the SafeMeasures website for the COUNTY's monitoring and reporting needs. Specifically, and without limitation, COUNTY 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.
- 3.4 Internal Business. COUNTY may only use SafeMeasures for its own internal purposes. COUNTY'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.
- 3.5 Competing Services or Products. COUNTY 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.
- 3.6 Copyright Ownership and License. COUNTY acknowledges that CONTRACTOR owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). CONTRACTOR grants COUNTY a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes with no sub-licensing rights for the Term of the Agreement.
- 3.7 Training. CONTRACTOR will provide training as specified in Section 9 of this Agreement. COUNTY will provide training facility, equipment, and access to the CONTRACTOR Internet training site.
- 3.8 Data Transmission. COUNTY, or other party supplying CMS data, shall supply CONTRACTOR with regular extracts of agency data for processing and analysis. Data extracts shall occur daily, or on a schedule determined jointly by

EXHIBIT A

COUNTY and CONTRACTOR. COUNTY or supplying party will send data over a secure channel to CONTRACTOR's secure SSH server, or may transfer data via a mutually satisfactory method that meets the frequency and security requirements of both organizations.

- 3.9 Reporting Service Subscription Fee. COUNTY will pay CONTRACTOR the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in Section 10 of this Agreement, and all applicable taxes related thereto unless COUNTY provides evidence that COUNTY is exempt from such taxes.
- 3.10 Updates. During the Term of this Agreement, CONTRACTOR will provide to COUNTY updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by COUNTY. Any COUNTY-requested modifications must be made by CONTRACTOR at CONTRACTOR's published service rates. CONTRACTOR reserves the right to use the displays created for COUNTY, and analyses to produce such displays for other parties, whether such displays were suggested by CONTRACTOR or the COUNTY. CONTRACTOR shall not use any COUNTY data in its publishing for other parties without COUNTY's permission.

4. Renewal

- 4.1 Renewal. If COUNTY is not in default of this agreement, COUNTY and CONTRACTOR may renew this agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, CONTRACTOR may, in its discretion, issue a quotation of the Reporting Service Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) CONTRACTOR's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) CONTRACTOR's acceptance of COUNTY's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures Internet 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 CONTRACTOR within 30 days of contract expiration, CONTRACTOR reserves the right to discontinue access to the SafeMeasures Internet reporting service until a renewal agreement is in place.

5. CONTRACTOR Warranty, Disclaimers, and Remedies

- 5.1 Warranty CONTRACTOR warrants that:
- 5.1.1 Provided that COUNTY or another designated party regularly submits the required raw CMS data to CONTRACTOR, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.

EXHIBIT A

- 5.1.2 It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. CONTRACTOR also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- 5.1.3 CONTRACTOR will utilize all reasonable means and due diligence to protect the confidentiality and security of COUNTY data (See *Securing Confidential Information*, **Exhibit B**).
- 5.1.4 Except for the foregoing express warranties, CONTRACTOR neither makes nor grants any other warranties, express or implied. CONTRACTOR excludes all implied warranties including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures. CONTRACTOR makes no warranties whatsoever for any Original Works that have been modified by COUNTY, nor does CONTRACTOR warrant that SafeMeasures will be offered without interruption.
- 5.1.5 COUNTY acknowledges that CONTRACTOR provides no monitoring, analysis, or review of the accuracy or quality of the COUNTY's data accessed through SafeMeasures.
- 5.1.6 It has the authority to enter into this Agreement and grant the license rights contained in this Agreement; and that its performance under this Agreement does not violate other agreements or laws.
- 5.1.7 There is no pending or threatened litigation that would have a material impact on CONTRACTOR's ability to perform.
- 5.1.8 County's permitted use of the software will not violate the intellectual property rights of any third party.
- 5.1.9 The SafeMeasures software does not, and will not, contain any destructive mechanisms such as viruses, time bombs, worms, trap doors and the like.
- 5.1.10 Services provided by CONTRACTOR will be done in a professional and workmanlike manner.
- 5.1.11 The SafeMeasures software will comply with all applicable federal, state and local laws.
- 5.1.12 CONTRACTOR will promptly correct and repair any deficiencies in the software; and

EXHIBIT A

5.111 CONTRACTOR will provide support and updates to the software for the duration of the Agreement.

5.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter described as “Noncompliance”), COUNTY will provide CONTRACTOR with sufficient details available to COUNTY about the Noncompliance to allow CONTRACTOR to reproduce it. As COUNTY’s exclusive remedy for any Noncompliance, and as CONTRACTOR’s entire liability in contract, tort, or otherwise of such Noncompliance, CONTRACTOR will either:

5.2.1 Correct the Noncompliance; or

5.2.2 If CONTRACTOR is unable to correct the Noncompliance after a reasonable opportunity to do so, COUNTY may:

5.2.1.1 Request that CONTRACTOR cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service fee; or

5.2.1.2 Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

6. COUNTY Warranties COUNTY warrants that:

7.1 COUNTY will only allow access to SafeMeasures as permitted under this Agreement. If COUNTY wishes to extend its use of SafeMeasures beyond this Agreement, COUNTY will obtain CONTRACTOR’s prior written consent and pay the applicable Reporting Service Subscription Fees.

7.2 COUNTY will provide the requested case-based CMS data to CONTRACTOR 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 this data to CONTRACTOR.

7. General

8.1 Access to SafeMeasures. COUNTY is responsible for providing access to the SafeMeasures website via the Internet to its users. CONTRACTOR will, as requested, provide reasonable assistance (up to three (3) hours cumulative for all users) 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. COUNTY may hire CONTRACTOR to provide additional training or assistance at the prevailing published rates plus travel expenses.

8.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, COUNTY will not remove, suppress, or modify any

EXHIBIT A

notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. COUNTY 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.

- 8.3 Service Fees. CONTRACTOR reserves the right to charge additional service fees if COUNTY seeks assistance for any other matters not explicitly covered by this Agreement. Agreements between COUNTY and CONTRACTOR for additional assistance/services not covered under this Agreement will be negotiated under separate cover, or as an Amendment to this Agreement. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred thousand six hundred eighty-nine dollars (\$100,689.00)** for the period May 1, 2022 – April 30, 2024.
- 8.4 County Administrator: COUNTY shall designate at least one (1) local SafeMeasures Administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with CONTRACTOR.
- 8.5 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.

9. Training

On-site support, is available as requested by COUNTY, at a time/materials cost of \$150 per hour. Any agreement to provide on-site support will be executed under separate cover, or as an amendment to this Agreement.

COUNTY agrees to provide a computer lab for training sessions.

10. Invoicing/Payment

COUNTY shall pay CONTRACTOR an amount not to exceed **forty-nine thousand one hundred seventeen dollars (\$49,117)** upon execution of this Agreement, but no later than August 15, 2022.

COUNTY shall pay CONTRACTOR **fifty-one thousand five hundred seventy-two dollars (\$51,572)** no later than May 31, 2023.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement is **one hundred thousand six hundred eighty-nine dollars (\$100,689).**



Securing Confidential Information

The security of confidential data is of paramount importance to the Evident Change. To ensure that all confidential data remain secure, Evident Change has implemented a multi-pronged approach to Internet security that covers:

- Server configuration and network infrastructure;
- Transmission and storage of extracted data;
- Application access and communication; and
- Personnel policies and procedures.

Server Configuration and Network Infrastructure

The SafeMeasures® security model represents an extensive investment in the hardware and software necessary to keep confidential data secure. SafeMeasures uses multiple servers to store, receive, and display data. This allows strict control over access to data.


All SafeMeasures data are stored in an Oracle 12c data warehouse or in SQL Server 2017 database instances. Both database platforms are configured to ensure that no data are accessible nor readable by anyone without valid database credentials.

All SafeMeasures servers are housed in their own locked racks within a secured server room at an Internet Service Provider (ISP) that is recognized for its ability to support and protect confidential data. The servers are protected using such safeguards as 24-hour video surveillance, escorted access, glass break detectors, and biometric scanners.

The Oracle database servers that hold confidential data are kept on an isolated network, apart from the servers that handle SafeMeasures' Internet traffic. These data servers are not accessible from the Internet and are completely isolated from and invisible to unauthorized users. To ensure they stay this way, the entire network and server infrastructure is regularly tested for vulnerabilities.

All access to the database servers is strictly limited. The SafeMeasures application accesses the data stored within these servers using secured web services that are only accessible to the code

Evident Change promotes just and equitable social systems for individuals, families, and communities through research, public policy, and practice.

 (800) 306-6223

 www.nccdglobal.org

 info@nccdglobal.org

 @Evident
Changnetweets

executing within the SafeMeasures application. Users cannot access these web services directly—the services may only be executed using the SafeMeasures code.

Whenever possible, the non-data files used to support SafeMeasures (templates, configuration files, etc.) are stored in private areas on each web server. When this cannot be achieved, any sensitive information that must be stored on a web server is always encrypted.

Transmission and Storage of Extracted Data

In order to function properly, SafeMeasures requires data extracted from an agency's host system. Evident Change has established procedures and systems to receive and store these data securely.

Data are extracted nightly via an automated extract and transmission program. This program is generally created either by Evident Change or by agency personnel, and it runs within the agency's network environment. All data extracts are then compressed and encrypted, using industry-standard 256-bit AES encryption, before being sent to Evident Change.

Data are sent to Evident Change using the Secure Shell (SSH) protocol. SSH is a widely used method for securely accessing and transferring data to remote computers. SSH transmissions are encrypted and secured in several ways, including digital certificate authentication at both ends of the connection and encrypted password exchange. SSH uses RSA public key cryptography for its encryption.

Evident Change takes the following measures to secure the incoming file transfer server.

- Firewall rules allow only SSH, SFTP, SCP, or FTPS/TLS connections from the Internet.
- All access is audited by user account and originating IP address.
- Audit logs are monitored regularly for malicious behavior, and Evident Change maintains an IP blacklist on the firewall for any suspicious addresses.
- User accounts on the server are "jailed" using chroot, which is an operation that prevents one user account from accessing data in any other user account.
- Evident Change recommends using RSA or DSA private/public key authentication for improved security and ease of scripting the automated process.

Application Access and Communication

Access to the SafeMeasures web servers may be restricted to a limited set of known IP addresses. This process, also known as "white listing," ensures that Evident Change's web servers are accessed only by previously identified computers. However, it also prevents people from

accessing SafeMeasures outside of their office (e.g., while working in the field) on their smart phones or tablets.

When enabled, white listing, in consort with other methods, hides Evident Change applications from potential hackers, search engines, and random browsers. Most commonly, all IP addresses from agency offices are allowed initially; additional addresses can then be added as needed. Once a user's IP address has been recognized, he/she must log into the SafeMeasures application with a valid user name and password combination.

Aside from IP filtering, the SafeMeasures application utilizes current best-practice, audit-certified security features. These include:

- Email-based user account confirmation and password reset procedures;
- Network-level isolation of databases and data servers from the servers handling Internet traffic;
- Physical separation of user account and agency data on distinct database clusters;
- SSL encryption (see below for more information about SSL) of all traffic between the user's browser and the SafeMeasures website;
- Regular server penetration tests and other security audits by Qualys, a leading provider of Internet security services;
- Password complexity rules that follow agency requirements;
- Password aging and cycling rules that follow agency requirements;
- Account lock-out after five invalid login attempts;
- User-, group-, and role-based controls on access to specific pages, reports, and report elements; and
- User-level limits on the scope of visible data (e.g., limits to a specific unit or office).

All communications between the client browser and the SafeMeasures web servers are encrypted using the SSL protocol, which is the same method used to encrypt credit card and other financial transactions on the Internet. SSL encryption ensures that all data are protected while en route between the server and the client.

Personnel Policies and Procedures

Evident Change has a long history of handling confidential information, the security and privacy of which will always remain a top priority. Evident Change has implemented a number of policies and protocols to protect confidential data. Evident Change:

- Requires all staff and consultants to sign confidentiality agreements as a condition of employment;
- Restricts access to the Evident Change offices by locking all outer doors at all times; and
- Limits access to confidential data to only key analytical and programming staff.

Further Information

For more information, contact:

Shane Feters, Director of Information Technology and Systems
426 South Yellowstone Drive
Madison, WI 53719
(800) 306-6223
sfeters@nccdglobal.org

About Evident Change

Evident Change, the country's oldest nonprofit criminal justice research organization, was founded in 1907. Today Evident Change works with agencies and organizations across 79 jurisdictions in the United States and nine jurisdictions in Australia, Canada, Bermuda, and Taiwan to develop and implement evidence-based and data-driven practices in adult and juvenile justice settings, child welfare, adult protective services, and other social welfare arenas. Please visit our website at www.nccdglobal.org. For more information, call us at (800) 306-6223.

EXHIBIT C

Evident Change

BUDGET

May 1, 2022 – April 30, 2024

Category	Budget 2022-2023	Budget 2023-2024	Total
Safe Measures Subscription	\$49,117	\$51,572	\$100,689
Totals	49,117	\$51,572	\$100,689

EVIDENT CHANGE

Inform Systems. Transform Lives.

EXHIBIT D

INVOICE

INVOICE #:

PROJECT #:

DATE:

Attn: Arthur Lomboy
Monterey County
1000 South Main Street, Suite 205
Salinas, CA 93901

RE:

SafeMeasures Subscription Period:

Net 30

DESCRIPTION:	TOTAL DUE:
Annual SafeMeasures Subscription	\$
TOTAL DUE:	\$

Payable To: Evident Change
520 3rd Street, Ste. 101
Oakland, CA 94607
Federal ID # 13-1624111

EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

EXHIBIT E

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

EXHIBIT E

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

EXHIBIT E

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

By: _____
DocuSigned by:
Katherine Park, CEO
4AFF73F0229B493...

Title: _____

3/2/2022 | 10:56 AM PST

Date: _____

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

 4AFF73F0229B493...

Signature

Title

Agency/Organization

Date 3/2/2022 | 10:56 AM PST

Modifications to Standard Agreement

Section 3.0 TERM OF AGREEMENT

Section 3.01 is deleted and replaced with the following:

“The Term of this Agreement shall commence on May 1, 2022 and end on April 30, 2024 unless Sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the agreement.** After expiration of the current Term, CONTRACTOR will not provide any Updates to COUNTY, and COUNTY must cease all use of SafeMeasures.

Section 7.0 TERMINATION

Section 7.0 is deleted and replaced with the following:

“During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to either party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination.

Section 7.04 has been added and reads:

“A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of COUNTY’s obligation to pay fees under this Agreement or a breach of Exhibit A of this Agreement. Similarly, COUNTY may terminate this Agreement immediately for a breach of CONTRACTOR’s obligation to provide the contracted services under Exhibit A.”. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination”.

Section 8.0 INDEMNIFICATION

Section 8.0 is deleted and replaced with the following:

“CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney’s fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement; and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction, and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney’s fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement; and

EXHIBIT G

from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of CONTRACTOR. "COUNTY's performance" includes COUNTY's action or inaction, and the action or inaction of COUNTY's officers, employees, agents and subcontractors".

Section 8.01 has been added and reads as follows:

"If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, CONTRACTOR will (as long as COUNTY is not in material breach of this Agreement) defend COUNTY against such claim at CONTRACTOR's expense. CONTRACTOR will pay all damages that a court finally awards based solely on such claim, provided that COUNTY notifies CONTRACTOR in writing of such claim within 21 days of COUNTY's receipt of notice of the existence or possible existence of such claim, and further provided that COUNTY allows CONTRACTOR sole and exclusive control over the resolution of such claim, and that COUNTY cooperates fully with CONTRACTOR, at CONTRACTOR's cost, in the defense of such claim and in any related settlement negotiations.

If such a claim is made or appears possible, CONTRACTOR may, using reasonable business judgment, either secure COUNTY'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 CONTRACTOR may provide COUNTY 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".

Section 10.0 CONFIDENTIALITY**Section 10.1 has been deleted and replaced with:**

"CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the county or prepared in connection with the performance of this Agreement unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

County 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 County".

Section 16.06 ASSIGNMENT AND SUBCONTRACTORS**Section 16.06 has been deleted and replaced with**

Neither this Agreement nor the rights of COUNTY under this Agreement may be transferred, leased, assigned, or shared without the written consent of either party".

EXHIBIT G

Section 16.10 GOVERNING LAW

Section 16.10 has been deleted and replaced with:

"The laws of the State of California and the United States govern this Agreement. Both parties consent to jurisdiction and venue in the courts of Monterey County, California, or in the Federal District court in the State of California, 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".

EXHIBIT H

AUTOMOBILE INSURANCE MODIFICATION

Modification to Section 9.3

Automobile Insurance

Contractor will not be using any motor vehicles, including owned, leased, non-owned or hired vehicles, to provide services under this Agreement. Should Contractor have a need or be required to use any motor vehicles to provide services under this Agreement during the term of the Agreement, Contractor shall comply with County's insurance requirements pertaining to Automobile Liability as described in Section 9.03 of this Agreement.

DocuSigned by:
Katherine Park, CEO
4AFF73F0229B493...

3/2/2022 | 10:56 AM PST

(Name)