

COUNTY OF MONTEREY
Renewal and Amendment No.1 to Agreement No. A-15739
Evident Change

THIS RENEWAL AND AMENDMENT No. 1 to the Agreement (“Agreement No. A-15739”) is made by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Evident Change (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for the provisions of access to the Safe Measures reporting services for the Child Welfare Case Management System (CMS) for a term of May 1, 2022 through April 30, 2024 with a total contract amount of \$100,689 (hereinafter, "Original Agreement").

WHEREAS, on **April 30, 2024**, **Agreement No. A-15739** expired by its terms; and

WHEREAS, the parties wish to renew and amend **Agreement No. A-15739** retroactive to **April 30, 2024**; and

WHEREAS, this **Renewal and Amendment No. 1** is necessary due to **COUNTY’s** continued need for **CONTRACTOR’s** services; and

WHEREAS, the parties wish to extend the term of the **Agreement A-15739** via **Renewal and Amendment No. 1** to extend the term through **April 30, 2025**, and adding **\$56,729** for a new contract total of **\$157,418**.

NOW THEREFORE, the Parties agree to amend the Original Agreement as follows:

This Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is hereby amended as follows: “The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.”
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended as follows: “County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **\$157,418.00**.”
3. **Exhibit GG, Section 3.0, Paragraph titled “TERM OF AGREEMENT”** is hereby amended as follows: “The term of this Agreement is from May 1, 2022 to **April 30, 2025**, unless sooner terminated pursuant to the terms of this Agreement.”
4. **Exhibit AA** replaces Exhibit A and reflects the extension of the contract term through **April 30, 2025**, updated contact information for Contractor, the additional **\$56,729**, and the new contract total of **\$157,418**.

5. **Exhibit CC** replaces Exhibit C, Budget and reflects the addition of the **\$56,729** and the new contract total of **\$157,418**.
6. **Exhibit GG** replaces Exhibit G and references the new **Exhibit AA**.
7. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement and Amendment No. 1 shall remain unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
8. A copy of this Renewal and Amendment No.1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
Lori A. Medina, Director

DocuSigned by:
Katherine H. Park
By: _____
4AEF73F0229B493...
(Chair, President, Vice-President)

Date: _____

Katherine H Park

(Print Name & Title)

Approved as to Form

5/15/2024 | 2:50 PM PDT
Date: _____

DocuSigned by:
Anne Breerton, County Counsel
By: _____
07025F3AA36B4A4...
Deputy County Counsel

5/17/2024 | 3:56 PM PDT
Date: _____

DocuSigned by:
Mindy Rowland
By: _____
DC09D2292E304A5...
(Secretary, CFO, Treasurer)

Mindy Rowland, CLOO

(Print Name and Title)

5/15/2024 | 3:01 PM PDT
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
By: _____
4E7E667876464AE...
Auditor Controller's Office

5/20/2024 | 8:16 AM PDT
Date: _____

Monterey County Department of Social Services
and
Evident Change

May 1, 2022 -April 30, 2025

SCOPE OF SERVICES

1. CONTACT INFORMATION:

For Contractor:

Chris Scharenbroch, Director of Analytics
717 John Nolen Drive
Madison WI 53713
800-306-6223
cscharenbroch@evidentchange.org

For County

Juan Plascencia, Information Systems Manager
713 La Guardia St., Suite H8
Salinas CA 93901
(831) 783-7036
Plascenciajp@countyofmonterey.gov

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 AA

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 AA

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 AA

- 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 AA

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 AA

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 fifty-seven thousand four hundred eighteen dollars (\$157,418.00)** for the period May 1, 2022 - April 30, 2025.
- 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.

COUNTY shall pay CONTRACTOR fifty-six thousand seven hundred twenty-nine dollars (\$56,729) upon execution of this Amendment No. 1, but no later than August 15, 2024.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement is **one hundred fifty-seven thousand four hundred eighteen dollars (\$157,418).**

EXHIBIT CC

Evident Change
BUDGET
May 1, 2022-April 30, 2025

Category	Budget 2022-2023	Budget 2023-2024	Budget 2024-2025	Total
Safe Measures Subscription	\$49,117	\$51,572	\$56,729	\$157,418
Totals	\$49,117	\$51,572	\$56,729	\$157,418

EXHIBIT GG

Modifications to Standard

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, **2025** 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 AA** of this Agreement. Similarly, COUNTY may terminate this Agreement immediately for a breach of CONTRACTOR's obligation to provide the contracted services under **Exhibit AA**". 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 an 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 GG

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 GG

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".