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SAFEMEASURES[®] REPORTING SERVICE SUBSCRIPTION AGREEMENT

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

BACKGROUND AND PRODUCT DESCRIPTION

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

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

1. PROVISION OF SERVICE:

1.1 Web-based Reporting:

During the Term of this Agreement, Evident Change will provide County with a SafeMeasures subscription that includes:

- Unlimited access to a dedicated SafeMeasures team of subject matter experts that provides consulting on report development that supports agency policy and practice;
- Multiple training opportunities, including online basic navigation courses hosted within Evident Change's learning management system or training files for upload into the agency internal training system, live and recorded webinars, quick reference guides, training curricula, and in-application support tools;
- Help desk support by regular email or in-application links;
- Unlimited user access with no additional cost for licensing or user accounts;
- Unlimited report development as prioritized by the Core Team;
- Unlimited Administrator accounts in order to create/delete and update user accounts;
- Customized dashboard and scorecard development for the county;
- Access to over 400 reports developed for the State of California, limited to the county view and data;
- Representation on the monthly scheduled web-based meetings with the California Counties Core Team; and
- Access to Newly Developed Reports for the Purpose of Vetting and Testing Their Accuracy Prior to Release on the Production Site.

1.2 Access to County Data

If requested by Evident Change, County will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by Evident Change. If data are supplied by a third party, County will authorize and facilitate release of the data to Evident Change.

1.3 Access to Website Restricted

The right to access the SafeMeasures website is jurisdiction and agency specific. Only 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.

1.4 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.

1.5 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.

1.6 Copyright Ownership and License

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

1.7 Training

Evident Change will provide training as specified in Exhibit A marked "Reporting Service and Additional Fees," included herein and made by reference a part hereof. County will provide training facilities, equipment, and access to the SafeMeasures training website.

2. DATA TRANSMISSION

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

3. DATA SHARING

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

4. REPORTING SERVICE SUBSCRIPTION FEE

County will pay Evident Change the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto. County owes no other fees or expenses under this Agreement except as what is expressly stated in this Agreement.

5. UPDATES

During the Term of this Agreement, Evident Change will provide 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 Evident Change at Evident Change's published service rates. Evident Change 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 Evident Change or the County. Evident Change shall not use any County data in its publishing for other parties without County's permission.

6. TERM AND TERMINATION

6.1 Term

The Term of this Agreement shall commence on July 01, 2025, and shall terminate on June 30, 2029, unless earlier terminated pursuant to Section 6.3. After expiration of the current Term, Evident Change will not provide any Updates to County, and County must cease all use of SafeMeasures.

6.2 Renewal

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

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

6.3 Termination

A party may terminate this Agreement, with or without cause, with 30 days' written notice. If this Agreement is terminated by either party for any reason, County will receive a pro-rated refund of the Reporting Service Subscription Fee. This Agreement may be terminated immediately for a breach of County's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

7. EVIDENT CHANGE WARRANTY, DISCLAIMERS, AND REMEDIES

7.1 Warranty

Evident Change warrants that:

- a. Provided that County or another designated party regularly submits the required case management data to Evident Change, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.

- b. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Evident Change also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- c. Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of County data.
- d. Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise.
- e. The foregoing express warranty is the only warranty of any kind for SafeMeasures. Evident Change makes no warranties whatsoever for any Original Works that have been modified by County, nor does Evident Change warrant that SafeMeasures will be offered without interruption.
- f. County acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the County's data accessed through SafeMeasures.

7.2 Remedies

If SafeMeasures does not operate substantially as warranted (hereinafter described as "Noncompliance"), County will provide Evident Change with sufficient details available to County about the Noncompliance to allow Evident Change to reproduce it. As County's remedy for any Noncompliance, and as Evident Change's Noncompliance, Evident Change will either:

- a. Correct the Noncompliance; or
- b. If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so (which will be no more than 30 days), County may at its sole discretion:
 - i. Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
 - ii. Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

Notwithstanding any other provision of this Agreement, County retains any remedy provided by the laws of the State of California.

8. INTELLECTUAL PROPERTY INDEMNIFICATION BY EVIDENT CHANGE

8.1 Indemnification

To the fullest extent permitted by law, Evident Change shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, any damages related to data breach or infringement of intellectual property, or any economic losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Evident Change or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Evident Change to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Notwithstanding the foregoing, Evident Change shall be relieved from its indemnification obligation only to the extent its ability to defend or settle the claim has been prejudiced as a result of late notice or lack of cooperation with respect to the claim. Evident Change will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and County may not settle or compromise such Infringement Claim, except with prior written consent of Evident Change.

8.2 Replacement or Refund

If such a claim is made or appears possible, Evident Change 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 Evident Change 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.

9. LIMITATION OF EVIDENT CHANGE'S LIABILITY OR CONSEQUENTIAL DAMAGES

The cumulative liability of Evident Change to County for all claims relating to SafeMeasures, and any services rendered under this Agreement, or any liability of County to Evident Change under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to Evident Change by County for SafeMeasures during the one-year period prior to the date Evident Change is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 8. In no event will either party be liable for any special, indirect, incidental, or consequential losses or damages even if that party has been advised of the possibility of such potential loss or damage. Except as set forth in Section 8, and solely to the extent provided therein, Evident Change will not indemnify County in any way against any claim.

10. COUNTY WARRANTIES

County warrants that:

10.1 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 Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.

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

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

11. GENERAL

11.1 Installation

County is responsible for providing access to the SafeMeasures website via the internet to its users. Evident Change will, as requested, provide reasonable assistance (up to three hours) with set up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. County may hire Evident Change to provide additional training or assistance at the prevailing published rates plus travel expenses.

11.2 Notification of Rights

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

11.3 Service Fees

Evident Change reserves the right to charge additional service fees if County seeks assistance for any other matters not explicitly covered by this Agreement.

11.4 Complete Agreement and Modification of This Agreement

This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof, whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of Evident Change and County. Any term in County's purchase order that is in addition to or different from terms of this Agreement, other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

11.5 Non-Assignment

Neither this Agreement nor the rights of County under this Agreement may be transferred, leased, assigned, or shared without Evident Change's prior written consent.

11.6 Confidentiality

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, or as required by the California Public Records Act.

11.7 Privacy

Evident Change undergoes an annual SOC 2 audit to assess its success in ensuring the security, confidentiality, availability, and privacy of the data it processes. The resulting annual report of the audit results may be provided to the County upon request. In the event that a data subject contacts Evident Change with a request to exercise their rights, Evident Change staff shall document and refer the request to appropriate County personnel. Evident Change maintains a data use, destruction, and retention policy that outlines its commitments to secure data processing and personal data breach notification. Upon completion or termination of the contract, Evident Change shall delete/return all personal data to the County according to contractual obligations and/or Evident Charge's data use, destruction, and retention policy.

11.8 Waiver

The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

11.9 Governing Law and Severability

The laws of the State of California and the United States govern this Agreement. The parties consents to jurisdiction and venue in the courts of El Dorado County, 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.

11.10 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

11.11 Headings

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

11.12 HIPAA Compliance

Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of County data. County acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") may not apply to the County data that are the subject of this Agreement. In any event, Evident Change acknowledges that the County data may include health information, other information of a personal and sensitive nature, and juvenile case file information that is strictly confidential pursuant to California Welfare and Institutions Code section 827 and such information may in fact be subject to HIPAA. Evident Change maintains current confidentiality and security procedures that are consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules and consistent with the level of confidentiality mandated by section 827 of the California Welfare and Institutions Code.

11.13 Federal Funding Notification

An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Evident Change agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Evident Change that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Evident Change to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Evident Change has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify

if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Evident Change is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Information			
Contractor:	Evident Change		UEI #: SN3GLVCND5V1
Award Term:	July 1, 2025 – June 30, 2029		EIN #:
Total Federal Funds Obligated: Up to \$78,716			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.558	2401CATANF	11/02/23, 02/07/24, 04/01/24, 07/01/24	Temporary Assistance for Needy Families (TANF)
93.658	2401CAFOST	10/01/23, 01/01/24, 04/01/24, 07/01/24	Title IV-E Foster Care Program
93.645	2403CACWSS	04/03/24, 07/05/24	Stephanie Tubbs Jones Child Welfare Services Program
Project Description:	Web-Based Reports for Child Welfare Services		
Awarding Agency:	California Department of Social Services		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		

Federal Funding Information		
Indirect Cost Rate or de minimus		Indirect Cost Rate: _____ De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.

11.14 Lobbying Certification

Evident Change, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Evident Change, 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.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://grants.gov/forms/forms-repository/post-award-reporting-forms>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

11.15 Fiscal Considerations

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the County's Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

11.16 Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Evident Change and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Evident Change covenants that during the term of this Agreement neither it, or any officer or employee of the Evident Change, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Evident Change becomes aware of a conflict of interest related to this Agreement, Evident Change shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Evident Change shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Evident Change, if any, to any officer of County.

11.17 Insurance

Evident Change shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Evident Change is a licensed professional or professional consultant/contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00.
- E. Evident Change shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Evident Change agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Evident Change agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Evident Change agrees that no work or services shall be performed prior to the giving of such approval. In the event the Evident Change fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Evident Change's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Evident Change's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Evident

Change shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Evident Change's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Evident Change cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

11.18 Contract Administrator

The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Evident Change with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

11.19 Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

11.20 Digital Accessibility

Evident Change shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version. Evident Change is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Evident Change, and in any software, documents, videos, and/or training given and published by Evident Change and delivered under this contract. Applicable laws include but are not limited to Americans with

Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

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

12. NOTICES

All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below.

If to Evident Change: Evident Change
Attn: Chris Scharenbroch
717 John Nolen Dr.
Madison, WI 53713
Phone: (800) 306-6223
Email: cscharenbroch@evidentchange.org

If to County: County of El Dorado
Attn: HHSA-Contracts
3057 Briw Road. Suite B
Placerville, CA 95667
Phone: (530) 642-7300
Email: hhsa-contracts@edcgov.us

With a copy to: County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Direct Invoice
Contact Person County of El Dorado
Attn: HHSA-Fiscal
3057 Briw Road. Suite B
Placerville, CA 95667
Phone: (530) 642-7300
Email: sscwsinvoice@edcgov.us

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

COUNTY OF EL DORADO "County"

Signature

George Turnbo

Name

El Dorado County, Board of Supervisors

Chair

5/13/25

Date

EVIDENT CHANGE

Mindy J. Rowland

Signature

Mindy J. Rowland

Name

Chief Legal & Operating Officer

Title

03/31/2025

Date

ATTEST:

Kim Dawson

Clerk of the Board of Supervisors

By:

Kyra Schaffley

Deputy Clerk

Date

5/13/25

EXHIBIT A: REPORTING SERVICE AND ADDITIONAL FEES

Total cost of this Agreement and annual lump sum payments for reporting system subscription fees include up to two (2) virtual training sessions via the internet to train supervisors, managers, and administrators as requested by the County. Additional training may be available for an added fee, as outlined below.

TOTAL AMOUNT OF AGREEMENT

\$61,289.00, for a four-year Agreement

- \$60,239.00, for annual subscription fees
- \$1,050.00 for two (2) online trainings (if requested by County)

PAYMENT SCHEDULE

Annual Subscription Fees:

\$14,055.00 due July 01, 2025, upon receipt of invoice

\$14,898.00 due July 01, 2026, upon receipt of invoice

\$15,643.00 due July 01, 2027, upon receipt of invoice

\$15,643.00 due July 01, 2028, upon receipt of invoice

TRAINING (IF REQUESTED BY COUNTY)

Up to two (2) web-based training sessions to train supervisors, managers, and administrators as requested by the County.

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

- Time and Materials at \$175 per hour
- Mileage and travel (i.e. overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by Evident Change. Reimbursement for mileage, travel, and/or per diem expenses for Evident Change shall not exceed the rates to be paid to County employees under the current Board of Supervisors (BOS) Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expensed for Evident Change. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are included in the budget of Customer's request for additional/onsite support/training issued pursuant to this Agreement.
- Other direct costs shall be invoiced at Evident Change's cost. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Evident Change's costs for the services being billed on those invoices.

COUNTY RESPONSIBILITIES

- Provide computer lab for training.

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

**Evident Change
Exhibit B
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

3/13/2025

Date



Signature of authorized individual

Evident Change

Type or write name of company

Mindy Rowland

Type or write name of authorized individual