

TULARE COUNTY AGREEMENT NO. 28711

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and NATIONAL COUNCIL ON CRIME & DELINQUENCY ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain services of CONTRACTOR with reference to providing Safe Measures reporting services;
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Child Welfare Services Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE  
 HEALTH & HUMAN SERVICES AGENCY  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

TULARE COUNTY HHS, CONTRACTS UNIT  
 5957 SOUTH MOONEY  
 VISALIA, CA 93277  
 Phone No. 559-624-8000  
 FaX No: 559-713-3718

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

National Council on Crime & Delinquency  
 Att: Sarah Hesse  
 426 S. Yellowstone Dr. Ste 250  
 Madison, WI 53719  
 Phone No: (800)-306-6223

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**NATIONAL COUNCIL ON CRIME & DELINQUENCY**

Date: 05/17/2018

By 

Print Name Laurie J. Wetzel

Title Chief Financial & Operations Officer

Date: 05/17/2018

By 

Print Name Michael Osterberg

Title Controller

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

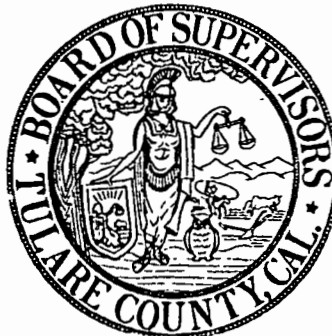
Date: 05/20/2018

By 

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By   
Deputy Clerk



Approved as to Form  
County Counsel

By  5/29/18  
Deputy

Matter # 2018426

## MEMORANDUM

**To:** Alissa Savoie  
**From:** Matt Wade  
**cc:** Efrem Teweldebrahan  
**Subject:** SafeMeasures® Scope of Work for Tulare County, 2018-20  
**Date:** January 31, 2018


### Exhibit A SCOPE OF WORK

The Children's Research Center (CRC), located in Madison, Wisconsin, is a division of the National Council on Crime and Delinquency (NCCD), which is headquartered in Oakland, California. CRC provides the Internet Reporting Service, SafeMeasures®, which develops child abuse/neglect metrics from Tulare County's child welfare system data consistent with metrics established by the State of California and the United States Department of Human Services to monitor the provision of services to victims of child abuse/neglect and their families.

SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format from Tulare County's child welfare system ("CWS/CMS") data. Reports created under this service permit Tulare County to estimate current workload demand, plan more effective child welfare service interventions, and monitor certain performance indicators established by various state and federal regulations. SafeMeasures includes case-level quality control displays to allow improved compliance with state and federal performance audits.

1. Web-Based Reports. During the Term of this Agreement, CRC will provide County with interactive web-based management reports ("Management Reports"), which permit County to categorize agency compliance with various measures, and permit County to identify the specific cases within each category. CRC will specifically:
  - (a) Provide Management Reports within 45 business days after first receiving raw CWS/CMS data from County; and
  - (b) Provide regular updates of Management Reports, provided that County or another agency regularly submits raw CWS/CMS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the CWS/CMS data by NCCD.
2. Access to County Data. If requested by NCCD, County will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If a third party supplies data, County will authorize and facilitate release of the data to NCCD.

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

 (800) 306-6223

 [www.nccdglobal.org](http://www.nccdglobal.org)

 [info@nccdglobal.org](mailto:info@nccdglobal.org)

 @NCCDtweets

data to be used by NCCD. If a third party supplies data, County will authorize and facilitate release of the data to NCCD.

3. Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction and agency-specific. Only the County Department of Health and Human Services and its employees or agents may access or use the SafeMeasures website for the County's monitoring and reporting needs. Specifically, and without limitation, the 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.
4. Use. County may use SafeMeasures for its internal purposes only. This does not extend to restrict the release of documentary products of Safe Measures under the control and custody of County that may be authorized pursuant to applicable state or federal laws including, but not limited to, the California Public Records Act and applicable California Welfare and Institutions Code provisions.
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.
6. Copyright Ownership and License. County acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). NCCD grants County a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of this Agreement.
7. Training. NCCD will provide up to two (2) remote training sessions via the Internet to train County supervisors, managers, and administrators, as well as any additional help desk, research, and IT staff if appropriate.
8. Data Submission. County, or other third party supplying CWS/CMS data, shall use one of the following methods to send weekly extracts of agency CWS/CMS data to NCCD for processing and analysis:
  - (a) Compact Disk. County or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or
  - (b) Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). County or supplying party will send data over a secured channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
9. Updates. During the Term of this Agreement, NCCD 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 NCCD at NCCD's published service rates. NCCD 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 NCCD or the County. NCCD shall not use any County data in its publishing for other parties without first obtaining County's permission.

10. Termination. This clause modifies paragraph 14 of the Agreement to the extent that they are inconsistent. 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 paragraphs 3, 4, or 5 from above.
11. Warranty. NCCD warrants that:
- (a) Provided that County or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures will perform substantially as described in this contract 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. 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.
  - (c) NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of County data.
  - (d) Except for the foregoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD 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. NCCD makes no warranties whatsoever for any Original Works that have been modified by County nor does NCCD warrant that SafeMeasures will be offered without interruption.
  - (e) County acknowledges that NCCD provides no monitoring, analysis or review of the accuracy or quality of the County's data accessed through SafeMeasures.
12. County Warranties. County warrants that:
- (a) 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 NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.
  - (b) County will provide the requested case-based MIS data to NCCD using one of the methods described in Section 8, or if data is supplied by another party, execute all necessary agreements and permissions to release this data to NCCD.

13. Installation. County is responsible for providing access to the SafeMeasures website via the Internet to its users. County may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.
14. 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.
15. HIPAA Compliance. NCCD 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") do not apply to the County data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the County data may include health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

## MEMORANDUM

### Exhibit B

Tulare County has subscribed to SafeMeasures® for the past eleven years. The current subscription is due to expire on June 30, 2020.

SafeMeasures is the most widely used system in California for monitoring compliance with federal and state case practice and outcome measures. Each year, SafeMeasures continues to grow and expand in response to the needs of our subscribers. In the past 12 months, NCCD has added and amended several new reports, totaling over 275 reports. Here are some recent enhancements to the SafeMeasures application:

- Emailed alerts that send workers lists of cases/referrals that may require attention.
- The “My Unit’s Upcoming Work” display, which expands the worker version to a unit level, allowing supervisors a quick overview of their workers’ caseloads.
- Expanded map views that allow you to manage caseloads visually.
- More flexibility and options for customizing report views.
- More robust, specialized dashboards for workers, supervisors, and management.
- Greater utility in data exporting.

All of these changes, past and upcoming, were delivered without a “change order” or additional fee under the existing contract. Because of our commitment to child welfare, NCCD strives to keep costs as low as possible.

We are continuously working to improve the infrastructure necessary to host, analyze, and securely distribute CWS/CMS data to thousands of child welfare staff across the country. We continue to be committed to providing our customers a high quality, responsive subscription service.

As before, the County is responsible for providing at least one local administrator who shall maintain the user list and act as a liaison with NCCD for issues and questions. The client is also responsible for providing the ability to access the SafeMeasures website.

All of us here at NCCD value our relationship with Tulare County and look forward to continuing to work together. Please contact me or Sarah Hesse to extend the current agreement. Thank you.



**Renewal for Tulare County:**

**Renewal Period:**

July 1, 2018 to June 30, 2020

**Subscription Fee:**

\$85,050

**Payment Schedule:**

50% upon contract effective date; remainder on anniversary date of contract.

Exhibit C  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.