

# ORIGINAL

## AGREEMENT FOR SERVICES #3408

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Noble Software Group, LLC, a Washington Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 1320 Yuba Street, Suite 212, Redding, CA 96001, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide training, access, and use license of Noble Assessment Platform, a cloud-based service hosted by Noble Software Group, LLC; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

### Definitions:

- 1.1 "Agreement": This Agreement including the following Exhibits:
  - a. Exhibit A Licensed Software
  - b. Exhibit B Third Party Materials
  - c. Exhibit C County Tasks
  - d. Exhibit D Pricingwhich are incorporated herein for all purposes.
- 1.2 "Documentation": Text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Contractor to licensees thereof.
- 1.3 "Licensed Software": The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.
- 1.4 "Third Party Materials": Those products specified as such in Exhibit B which will be procured by Contractor from a third party for delivery to County. Unless identified in Exhibit B or upon notice and written approval of County, Contractor will not deliver any Third Party Materials.
- 1.5 "User Position": Workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.
- 1.6 "Work Order": A written document, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Contractor and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any intellectual property created thereby in a manner consistent with the title provisions of this Agreement set forth in Article VI ("Title"), below, and the acceptance criteria for such software.
- 1.7 "Hosting Site": An internet-based website maintained by Contractor for the purposes of delivering the Licensed Software to County.

**ARTICLE II**

**Scope of Services:** Contractor agrees to grant such license to County as a hosted service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement. Contractor agrees to furnish the personnel, training and service necessary to provide the following two (2) deliverables;

**Deliverable 1: Noble Assessment Platform**

Contractor will provision a license for the Noble Assessment Platform for 60 users and as-needed additional users within El Dorado County Probation. The Platform will be provisioned with the following automated assessments:

YOUTH	ADULT
o PACT Pre	o SRNA-Static Risk Needs Assessment
o PACT Full	o ONA-Offender Needs Assessment
o DRAI	o Static 99R
o PREA	o Virginia Pre-Trial Tool
o MAYSI-II	
Noble View	

The Assessment Platform allows for an unlimited number of subjects and assessments to be completed by users. Additionally, case planning functionality is included in the platform and allows for unlimited case plans to be completed. Two case plans based on the PACT and customized to County’s unique needs are included with the product at no extra charge.

Every installation of Noble's Assessment Platform comes standard with forms designer, the same tool Contractor Engineers use to build Noble's assessments, and it is available at no charge to users within the County. This powerful tool allows the creation of custom forms and assessments by County staff that is instantly made available to users. This allows for custom data capture without expensive vendor calls for customization services.

The Assessment Platform comes with documentation and licenses to allow for optional integration with the system-of-record in El Dorado County. This integration is designed to save time and avoid data entry errors by allowing for single-sign on into the platform, automatic transfer of subject demographic information, and automatic entry of criminal history information. Use of this integration service is completely optional, however, and there is no separate cost associated with activating integration services. The system-of-record (SOR) can be changed at any time, and Contractor does not charge for integration changes when the SOR changes.

## **Requirements**

County computers need to be running Internet Explorer 9 or later to access and utilize the assessment platform and have Adobe Reader installed for the viewing of reports within the system.

## **Deliverable 2: Training**

Contractor will send a professional trainer onsite for trainings. Trainings are priced per day of instructor training, and all travel expenses are included in the daily rate for the training. A breakdown of suggested trainings and a proposed schedule for each of the user counts follows.

- **Stakeholder Training** – This is a two-hour session held on-site at El Dorado County. Judges, prosecutors, law enforcement, and other stakeholders within the juvenile justice community are invited to learn about the implementation process of evidence-based practices, as well as the impact on the services provided to youth within their community. This training time is scheduled to occur along with another implementation training session in order to save costs. Held separately, it is priced at the standard daily rate.
- **Implementation Training** – Implementation trainings are scheduled with key staff members within the El Dorado organization. The training is broken up into an initial three-day training and a single one-day follow-up training sessions. Participants will receive intensive training on the application of the assessment tools and will provide interactive feedback on the business rules that will guide the implementation process.
- **Assessment and Case Plan Training (Youth)**– This two-day session is designed for line staff and supervisors to learn the assessment tools and the eight guiding principles of effective interventions. Case Plan training includes modules on effective interviewing and the creation of case plans that are actionable, effective, and meaningful in the lives of offenders and their families. This class has a maximum size of 30 participants.
- **Assessment and Case Plan Refresher Training (Youth)**– This one-day session is scheduled to fall approximately three months after the go-live date of the application. The curriculum is designed to help maintain fidelity to the assessment model and refresh attendees on core principles after critical experience has been gained. Like the initial assessment training, this class has a 30 student limit.
- **Assessment and Case Plan Training (Adult)** – This two-day session is designed for line staff and supervisors to learn the assessment tools and the eight guiding principles of effective interventions. Case Plan training includes modules on effective interviewing and the creation of case plans that are actionable, effective, and meaningful in the lives of offenders and their families. This class has a maximum size of 30 participants.

- Assessment and Case Plan Refresher Training (Adult) – This one-day session is scheduled to fall approximately three months after the go-live date of the application. The curriculum is designed to help maintain fidelity to the assessment model and refresh attendees on core principles after critical experience has been gained. Like the initial assessment training, this class has a 30 student limit.

### **Requirements**

El Dorado will need to provide a suitable training facility for the number of staff trained. All participants will need access to a computer with an internet connection, Microsoft Internet Explorer 9 or later, and Adobe Reader. Internet access is required.

Upon execution of this Agreement and receipt of the license fees due hereunder, Contractor will promptly deliver a hosted website with the Licensed Software to County and accomplish its responsibilities under this Agreement provided that County timely completes its responsibilities under this Agreement, specifically including those set forth in Exhibit C: County Tasks.

County is responsible for meeting the environmental site requirements set forth in Exhibit C: County Tasks in a timely manner and at the County's cost.

County may request the performance of additional tasks. If Contractor agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Contractor customary pricing schedules unless a specific price is set forth in the Work Order.

### **ARTICLE III**

#### **Acceptance:**

- 3.1 Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.
- 3.2 If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.
  - a. Following proper installation of the Licensed Software by Contractor pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Contractor for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with County's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, County shall notify Contractor within five (5) days, and the

date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.

- b. If County fails to notify Contractor of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by County.
- c. If County notifies Contractor in writing and demonstrates to Contractor that the Licensed Software has not substantially met the acceptance tests, Contractor shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.
- d. Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by County. The parties shall repeat the acceptance tests as soon as reasonably requested by Contractor and County shall notify Contractor within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), County may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Contractor of any defects. If County declines to grant conditional acceptance, then County may terminate this Agreement in accordance with Article XV 15.8 ("Default, Termination, and Cancellation"). Otherwise, the date of the last such test shall be the acceptance date.
- e. In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by County in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

#### **ARTICLE IV**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 28, 2018 through October 31, 2021.

#### **ARTICLE V**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with the table below.

<b>Deliverable</b>	<b>Summary</b>	<b>Price</b>
Deliverable 1	Noble Assessment Platform – Yearly Hosting Fee	\$31,273
Deliverable 2	Training – 10 Days (\$2,200 per day)	\$22,000
Maintenance	Maintenance for Assessment Platform	N/A
	*Above costs represent Combined Cost of First and Second Year Totals*	
<b>Deliverable</b>	<b>Summary</b>	<b>Price</b>
Total 1 <sup>st</sup> Year	Hosting Fee + 6 Days Training 11/01/18 - 10/31/19 Juv \$14,000, Training (6 Days) \$13,200	\$27,200
Total 2 <sup>nd</sup> Year	Hosting Fee + 4 Days Training 11/01/19 - 10/31/20 Juv \$14,000, Adult (May-Oct) \$7,000, Training (4 days) \$8,800, Noble View \$3,273	\$33,073
Total 3 <sup>rd</sup> Year	Hosting Fee 11/01/20 - 10/31/21 Juv \$14,000, Adult \$14,000, Noble View \$3,273	\$31,273
	<b>Additional Expenses for Per User Costs</b>	
Additional Users	Noble Assessment Platform for Juv and Adult – Per User	\$466.67
Additional Users	Annual Hosting for View – Per User	\$54.55

Total amount of this Agreement shall not exceed \$117,607.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
 Probation Department - Fiscal  
 3974 Durock Rd, Ste. 205  
 Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, Default, Termination, and Cancellation.

In consideration of Contractor's performance, County agrees to pay Contractor in accordance with the following provisions:

- a. Work Orders are payable as follows: one-third due upon execution the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.
- b. T&M Fees. The charges for performance of any T&M tasks due to Work Orders will be billed monthly for charges incurred in the previous monthly period and are due and payable within thirty (30) days of the date of the invoice. Expenses may

include, but are not limited to, reasonable charges for materials, office and travel expenses, graphics, documentation, research materials, computer laboratory and data processing, and out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses require the prior approval of County.

All payments shall be made in United States dollars. International payments will be made by wire transfer to a bank designated by Contractor.

## ARTICLE VI

### Title:

- 6.1 Contractor shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Contractor Property").
- 6.2 County shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by County without any violation of the terms of this Agreement and which is not Contractor Property ("County Property").
- 6.3 The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Contractor Property and/or County Property, which may be delivered by Contractor or embedded in Contractor's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:
  - a. New Property which contains County's proprietary or confidential information shall belong to County to the extent it contains such information; and
  - b. New Property which contains Contractor's proprietary or confidential information shall belong to Contractor to the extent it contains such information; and
  - c. Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Contractor.
- 6.4 Each party will assign and shall cause its respective employees, agents, and contractors to assign, without further consideration, the ownership of software and/or documentation, including all associated intellectual property rights therein, as necessary to give effect to the ownership terms specified in this Agreement. Each party agrees to perform, at the reasonable request of the owner of such software and/or documentation, such further acts as may be necessary or desirable to transfer



ownership of, and to perfect and defend, such software and/or documentation or other deliverable or work product in order to give effect to these ownership terms.

- 6.5 In as far as data entered into the system by County, such data shall be deemed to be owned by County. Contractor shall have right to use, at its sole discretion, such data in an anonymous fashion, for the purposes of research, validation, and other commercial use. Anonymous data is defined, for the purposes of this section, to refer to data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate.

## **ARTICLE VII**

### **Licensed Software:**

- 7.1 In accordance with the terms herein, Contractor grants to County, and County accepts from Contractor, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to County by Contractor) on Contractor's hosting servers for the term of this agreement.
- 7.2 Software shall be able to be used at any of County's business premises without the prior approval of Contractor. The Licensed Software may not be used at other locations unless Contractor is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by County, provided (1) the total number of User Positions at which the Licensed Software is used by County does not exceed the number of User Positions specified in Exhibit A and (2) County provides Contractor with written notice within thirty (30) days after such transfer.
- 7.3 The Licensed Software shall be used only for the processing of County's own business, which may include servicing and maintaining records on behalf of its customers and County's. County shall not permit any third party to use the Licensed Software. Authorized agents or contractors of County acting for County shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Contractor Confidential Information to such agents or contractors will be subject to the provisions of Article XXII ("Confidentiality").
- 7.4 County shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside County's business premises by persons not employed by or under contract with County; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
- 7.5 County shall have the right to reproduce one (1) copy of the Licensed Software and Documentation for archival purposes.
- 7.6 County shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Contractor, or make any attempt in any

fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall County reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, County may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.

- 7.7 County is strictly prohibited from installing any third party software on Contractor's servers without the express written authorization of Contractor.
- a. In the event that the authorized third party software disrupts Contractor's server, Contractor shall have the right to temporarily disable the software until the problem can be resolved.
  - b. In the event that the County installs third party software on Contractor's servers without the express written authorization of Contractor's, Contractor shall have the right to terminate the Services without notice pursuant to Article XV ("Default, Termination, and Cancellation") herein

#### **ARTICLE VIII**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

County agrees to indemnify and hold Contractor harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Contractor's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Contractor does not collect such taxes for deposit with any federal, state or local taxing authority.

#### **ARTICLE IX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE X**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE XI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIV**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the

California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XV**

### **Default, Termination, and Cancellation:**

15.1 **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

15.2 **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

15.3 **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

15.4 Each party has the right to terminate this Agreement and license(s) granted herein:

a. Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Article XXII ("Confidentiality") or Article V ("Compensation for Services"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Article, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

b. In the event either party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

- 15.5 In the event of termination by reason of County's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Contractor's right to terminate, Contractor shall have the right, at any time, to terminate the license(s), deactivate the Hosted Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice. Within five (5) days after termination of the license(s) as provided above, County will return to Contractor any Licensed Software in the form provided by Contractor or as modified by County at County's cost, or upon request by Contractor destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve County or Contractor of obligations regarding confidentiality of the Licensed Software.
- 15.6 Without limiting any of the above provisions, in the event of termination as a result of County's failure to substantially comply with any of its material obligations under this Agreement, County shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Contractor.
- 15.7 Notwithstanding anything contained in this Article to the contrary, once County has made full payment of the license fee for any particular term of hosting the Licensed Software, Contractor cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by County of the terms of Article VII ("Licensed Software"), or Article XXII ("Confidentiality").
- 15.8 Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by County for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and County shall discontinue use of the Licensed Software and Hosting Site and return all copies thereof to Contractor and Contractor shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of confidentiality and non-solicitation of employees.
- 15.9 Notwithstanding anything herein, pursuant to Article VII, 7.7 ("Licensed Software"), Contractor may immediately terminate this agreement and withdraw the hosting services in the event that in the sole discretion of Contractor, it determines that:
- a. County is using or allowing, authorizing, or assisting the Hosted Site to be used for illegal purposes; or
  - b. County downloads or installs third party software to its Hosting Site without the express written authorization of Contractor

## ARTICLE XVI

### Warranties

- 16.1 Contractor warrants that, for thirty (30) days following County acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Article III 3.2 (a) ("Acceptance"). To the extent that County notifies Contractor in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Contractor with (a) County's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Contractor shall request, Contractor's sole obligations to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Contractor shall be entitled to take into account the severity of the defect. In the event that Contractor determines that the Licensed Software is not defective in such respect, County shall reimburse Contractor for its services at Contractor's then current consulting rate for such services.
- 16.2 To the extent its agreement with a supplier of Third Party Materials permits, Contractor shall pass through to County any performance warranty relative to such Third Party Materials; provided, however, that Contractor makes no additional or supplemental warranty with respect thereto.
- 16.3 Contractor warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Contractor is a party or by which it is bound.
- 16.4 Contractor warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Contractor shall, upon receipt of written notice from County describing a breach of the foregoing Warranty in such reasonable detail as is requested by Contractor, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.
- 16.5 These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.
- 16.6 If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Contractor shall extend the Warranty Period until the Licensed Software is brought into such compliance.
- 16.7 If any modification is made to the Licensed Software by County without Contractor's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to County's unauthorized

modifications or unauthorized systems changes shall be billed to County at Contractor's standard time and material charges.

- 16.8 Contractor makes no warranties with regard to Third Party Materials. Along with the transfer of title, Contractor agrees to transfer and assign to County all of Contractor's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Contractor and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by County, all purchase agreements will be submitted to County for prior approval. Contractor will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Contractor's rights and interests thereunder. Contractor makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.
- 16.9 Except as otherwise specifically provided by this Agreement, Contractor's sole liability for any damages relating to the (a) performance of the Licensed Software and sufficiency of the services hereunder or (b) matters covered by this Warranty, shall be limited to the provisions of this Article regardless of whether any liability is based on contract or other theory.
- 16.10 The warranties in this article are limited warranties and are the only warranties made by Contractor. Contractor makes and County receives no additional warranty, express, implied, or statutory, including but not limited to all warranties of merchantability or fitness for a particular purpose. No agent, contractor, or employee of Contractor, except Contractor's duly authorized representative, is authorized to alter or exceed the warranty obligations of Contractor as set forth herein.

## **ARTICLE XVII**

### **Proprietary Rights Indemnity**

- 17.1 Contractor shall defend, indemnify and hold harmless County with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by County within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Contractor is promptly notified in writing of such claim and provided further that Contractor shall have the exclusive right to control such defense. The acceptance, by Contractor, of tender of defense of any claim shall give Contractor the right to select legal counsel and manage the defense, provided that County shall be given regular notice and opportunity to participate in such litigation, at County's expense. In no event shall County settle any claim, lawsuit or proceeding without Contractor's prior written approval. County may, at its own expense, assist in such defense if it so chooses.
- 17.2 In the event of any such claim, litigation or threat thereof, Contractor, at its sole option and expense, may procure for County the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-

compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the sole opinion of Contractor, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Contractor with respect to the Licensed Software or any part thereof, Contractor may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to County and shall refund to County the unamortized portion of the amounts paid to Contractor by County for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Contractor shall be discharged of all further liability hereunder except for the obligations set forth in Section 17.1 hereof.

- 17.3 To the extent its agreement with a vendor of Third Party Materials permits, Contractor will pass through to County any proprietary rights indemnity relating to such Third Party Materials; provided, however, that Contractor gives no additional or supplemental indemnity with respect thereto.
- 17.4 The foregoing states the entire liability of Contractor and the exclusive remedies of County with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and County hereby expressly waives any other such liabilities.

#### **ARTICLE XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682  
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent



Notices to Contractor shall be addressed as follows:

Noble Software Group  
1320 Yuba St., Ste. 212  
Redding, CA 96001  
ATTN: Aaron Picton, Chief Financial Officer

or to such other location as the Contractor directs.

#### **ARTICLE XIX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XX**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including 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, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XXI**

**Insurance:** Contractor 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- 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 Contractor is a licensed professional or professional consultant, 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 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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. The Contractor's insurance coverage shall be primary insurance as respects the 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 the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor 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 the County.

## **ARTICLE XXII**

### **Confidentiality:**

- 22.1 Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Contractor while on the premises of County shall be deemed Confidential Information whether marked as such or not.
- 22.2 Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.
- 22.3 Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.
- 22.4 Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by

a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

- 22.5 Notwithstanding the restrictions of this Section, Contractor or County may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

#### **ARTICLE XXIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXIV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXVI**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXVII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXVIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXIX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XXX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXXI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Stephen Heggen, Deputy Chief Probation Officer, Probation Department or successor.

**ARTICLE XXXIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXXIV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


**ARTICLE XXXVI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXVII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Stephen Heggen  
Deputy Chief Probation Officer  
Probation Department

Dated: 10-10-2018

**Requesting Department Head Concurrence:**

By:   
Brian Richart  
Chief Probation Officer  
Probation Department

Dated: 10.16.18

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/10/2014

By:   
Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

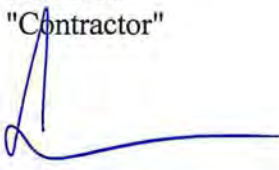
Dated: 10/10/2014

-- CONTRACTOR --

NOBLE SOFTWARE GROUP, LLC  
A WASHINGTON LIMITED LIABILITY COMPANY

By: N/A  
Diana Norris  
President  
"Contractor"

Dated: \_\_\_\_\_

By:   
Aaron Picton  
Chief Financial Officer

Dated: 10/9/18



## EXHIBIT A: LICENSED SOFTWARE

### 1.0 LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosted Site, created and maintained by Contractor for the purposes of delivering the Licensed Software to County via the Internet.

#### PRODUCT

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Positive Achievement Change Tool  
DRAI  
PREA  
MAYSI-II  
Two Case Plans  
SRNA-Static Risk Needs Assessment  
ONA-Offender Needs Assessment  
Static 99R  
Virginia Pre-Trial Tool  
Noble View

### 2.0 USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to 60 named users with additional users as Department sees fit

## **EXHIBIT B: THIRD PARTY MATERIALS**

### **1.0 OVERVIEW**

Contractor is not responsible for the procurement and delivery of any third party materials to the County as part of the execution of this agreement.

## **EXHIBIT C: COUNTY TASKS**

### **1. OVERVIEW**

This document describes the major activities required of the County staff or their consultants or agents in the execution of this Agreement.

### **2. COUNTY TASKS**

- (a) The County will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Contractor and the County. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement;
- (b) The County will provide an appropriate environment, during normal business hours, upon reasonable notice, for Contractor on-site support personnel and training staff to work at County's site;
- (c) The County will provide network related services to allow County's to access the Licensed Software;
- (d) The County will provide County operating systems and platforms with Microsoft Internet Explorer 9 or better, as well as Adobe Reader for the viewing of any reports.

**EXHIBIT D: PRICING  
Amendment III**

1. LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

2. PRICING FOR LICENSED SOFTWARE

Pricing for **60 named users** is set at **\$14,000 USD for first year.**

Pricing for **60 named users** is set at **\$31,273 (\*or less) USD for following years.**

HOSTING FEE FOR ASSESSMENT PLATFORM WITH LISTED ASSESSMENT TOOLS, CASE PLANNING, AND INTEGRATION OF USER, SUBJECT, AND CHARGE HISTORY & VIEW.

Additional users may be added to the Noble Assessment Platform for both adult and juvenile services for a total amount of \$466.66 per user.

Additional users may also be added to Annual Hosting for View for a total amount of \$54.55 per user.

Additional costs on a per user basis shall be prorated if users are added mid-year.

3. INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Contractor will assign the following project team:

(1) County Representative

(1) Systems Engineer

(1) Application Consultant

At times additional staff may be required for the current tasks, and equally at other times the number of staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by Customer and Contractor toward the services agreement as listed above.

3.1 ACCEPTANCE CRITERIA

(a) ASSESSMENT PLATFORM

All Active Enterprise Component software (as delineated above) is deemed

accepted after delivery to County and five days of the system running without a severity 1 error.

(b) CASE PLANNING

The Case Planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.

(c) INTEGRATION

Integration will be deemed accepted after the system successfully imports data for all areas of the application for which the customer has implemented integration methods per the documentation.

The system may not be considered acceptable if it encounters any unresolved severity 1 problems as defined in the Noble Software Maintenance Agreement. Customer will accept the system in parts as indicated in the project plan and in conjunction with the system test plans.

4. TRAINING PROGRAM

In an attempt to meet Customer's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 30 students. The following classes are currently available:

PRODUCT	DAYS
Completed in year one:	
Stakeholder Training	1
Implementation Training	3
User Assessment and Case Plan Training-Youth	1
User Assessment and Case Plan Training-Adult	1
To be scheduled:	
User Assessment and Case Plan Training-Youth	1
User Assessment and Case Plan Training-Adult	1
Refresher Training	2