O'CONNELL RESEARCH, INC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6304

THIS FIRST AMENDMENT to that Agreement for Services #6304, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and O'Connell Research, Inc, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1600 Dwight Way, Berkeley CA 94703 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide Research and Data Collection/Analytics, in accordance with Agreement for Services #6304, dated April 18, 2022; incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the Scope of Services of the Agreement, hereby amending **ARTICLE I – Scope of Services;**

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of the term of the Agreement, hereby amending **ARTICLE II – Term;**

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement, hereby amending **ARTICLE III – Compensation for Services;**

WHEREAS, the parties hereto desire to fully replace specific Articles and add new Articles to include updated contract provisions;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #6304 on the following terms and conditions:

I.   **ARTICLE I, Scope of Services,** of the Agreement is amended in its entirety to read as follows:

ARTICLE I
Scope of Services:
A.   Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Services.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Services.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

B.   The following services will be performed under the Justice and Mental Health Program (JMHCP) grant:

1.   Consultation and meetings with staff from Probation, Jail, Behavioral Health, Courts, and other County staff as needed to manage grant implementation.

2.   Create process maps to inform areas for system improvement, client connections, and efficiency gains from multiple stakeholder perspectives. The maps allow for the system that services to then be augmented with data and workload to better understand the operational implications, then move to prioritize areas of improvement or process re-engineering, as well as programmatic intervention.

3.   Assist county IT and staff from Probation, Jail, Behavioral Health, and Courts, and other County staff as needed in the dashboard development and updates to data dictionaries to ensure alignment of Stepping Up Metrics.

4.   Develop a public data strategy to help stakeholders and providers in Stepping Up share de-identified information through strategies and best practices of open data.

5.   Conduct quantitative and qualitative analysis based on data prioritized in Step 2. The deliverable will be a PowerPoint presentation and, depending on scope, a memo of key findings covering current engagement and outcomes for those with mental illness.

6.   Assist with new programs or grant applications from the analysis and operational work plans that will serve as training for staff in how to leverage administrative data for developing programs using data from the project. These can be for sub-populations, geographies, responses to legislation, or grant opportunities.

7.   Meeting Facilitation

a.   Conduct meetings as needed to coordinate the Program Assessment, Action Plan, and the Planning and Implementation Guide.

b.   Participate in El Dorado County JMHCP technical assistance meetings as needed.

c.   Assist El Dorado Stepping Up (EDSU) with JMHCP performance measurement reporting as needed.

8.   Complete the JMHCP Planning and Implementation Guide in collaboration with EDSU by December 31, 2022.

C. The following services will be performed under Community Corrections Planning/Implementation Funding:

    1. Data management, analysis, and strategies.

        a. Review community corrections data collected, discuss and assist with analysis.

        b. Make recommendations and assist with current and future community corrections data strategies.

        c. On-call support for data fidelity, including analysis, review, and troubleshooting.

    2. At the direction of the County, assist with the design of a program evaluation process that will report on overall Community Corrections outcomes and individualized Community Corrections programming components.

    3. Provide database recommendations and database technical assistance specific to community corrections data and the infrastructure of data collection and data sharing countywide and department specific.

    4. Incorporate findings related to current data management and analysis practices, and proposed outcome evaluations into a report on suggested future collection and analysis efforts, as requested.

D. Scope of Services may require Consultant to access the following County of El Dorado Probation Department software systems: AutoMon, LLC's Caseload Explorer, Ce Drug Testing, Ce Check-In, Ce Pretrial, and AIMS Pretrial; and Noble Software Group, LLC's Noble Juvenile, Noble Adult, DataMart Juvenile, and DataMart Adult. Consultant agrees to fully comply with all terms and conditions outlined in Access to Probation Department AutoMon, LLC and Noble Software Group, LLC Applications; attached hereto as Exhibit B; and its corresponding Usage Policy and Privacy Statement, attached hereto as Exhibit C (both incorporated herein and made by reference a part hereof).

E. The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations, and ideas, which may be delivered by Consultant or embedded in Consultant's deliverables ("New Property"). The parties agree that ownership of New Property shall belong to County.

II. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties and shall expire June 30, 2023.

III. ARTICLE III, Compensation for Services, Paragraph Three is amended to read as follows:

Total amount of this Agreement shall not exceed $88,500.00, inclusive of all costs, taxes, and expenses.

IV. **The following Article of the Agreement is added to read as follows:**

ARTICLE XXXVII
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.

Except as herein amended, all other parts and sections of that Agreement #6304 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6304 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _12-13-22_

By: _Lori Parlin_
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _Kyle Kuspa_   Dated: _12-13-22_
Deputy Clerk

-- CONSULTANT --

O'Connell Research, Inc
1600 Dwight Way
Berkeley, CA 94703

By: _[signature]_   Dated: _11/15/2022_

Kevin O'Connell
Chief Executive Officer/Secretary

Exhibit "B"

Access to Probation Department
AutoMon, LLC and Noble Software Group, LLC Applications

This Access to Probation Department AutoMon, LLC and Noble Software Group, LLC Applications is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of this First Amendment to Agreement for Services #6304 (the "Effective Date").

RECITALS

WHEREAS, the Probation Department has established and maintains software applications containing various Probation Department records and information pertaining to cases before the Probation Department, both current and past;

WHEREAS, those software applications specific to this Agreement are Caseload Explorer, Ce Drug Testing, Ce Check-In, Ce Pretrial, and AIMS Pretrial through AutoMon, LLC; and Noble Juvenile, Noble Adult, DataMart Juvenile, and DataMart Adult through Noble Software Group, LLC (collectively "Applications");

WHEREAS, the Probation Department desires to provide certain partners or other approved parties online access to certain of such Probation Department records and information through a physical, internal network connection from the Consultant's network to the El Dorado network;

WHEREAS, portions of the records and information made available through the physical, internal networks, and the Consultant's wireless network which may be comprised of sensitive or confidential information, and the access, use, and dissemination of such records and information also may be restricted by various statutes, regulations, and rules of the Probation Department;

WHEREAS, the Probation Department desires to grant Consultant read-only access to and use of Applications via physical, internal networks, and the Consultant's wireless network, provided such access and use complies with applicable laws, rules, and regulations, and is in accordance with the terms and conditions set forth in this Agreement, including the terms and conditions of any license agreement pertaining to Applications;

WHEREAS, Consultant desires to obtain read-only access to and use of Applications via physical, internal networks, and the Consultant's wireless network in compliance with applicable laws, rules, and regulations, and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Access

1.1   **Grant.** Subject to the terms and conditions set forth herein below, the Probation Department hereby grants Consultant, including employees of Consultant, authorized in accordance with Section 1.2 below (each, an "Authorized User"), a limited right to read-only access to and use of Applications via physical, internal networks, and the Consultant's wireless network, including read-only access to and use of the Probation Department records and information available through Applications and designed for access by Authorized Users, and Consultant accepts such grant subject to such terms and conditions.

1.2   **Scope of Use.** Consultant's right to access and use of Applications under Section 1.1 shall be strictly limited to read-only access to and use of the records and information made accessible through the physical, internal networks, and the Consultant's wireless network by the Probation Department and solely as is necessary in connection with Consultant's lawful operations and activities. Consultant's access to and use of Applications shall be strictly in compliance with all laws, regulations, and rules governing access to and use of Probation Department records and information in California including, without limitation, the "Usage Policy and Privacy Statement" incorporated herein and attached as Exhibit C. It is believed access to Applications will provide valuable assistance as a supplemental tool to Consultant. Consultant agrees not to disclose or distribute to any unauthorized person any Probation Department records or information obtained from Applications, or to otherwise use or disclose such records or information in violation of the terms of this Agreement or any law, regulation or rule. Consultant will enforce or abide by any restrictions or directions indicated in an "alert" box that may appear when a specific case is accessed in Applications.

1.3   **Authorized Users.** Consultant agrees that access to and use of Applications will be strictly limited to authorized personnel on a need-to-know basis and solely for purposes within the scope of their contract. Consultant shall determine which of its employees will be authorized to access and use of Applications and the scope of such access and use. Consultant shall be responsible for monitoring access to and use of Applications by its employees to ensure that such access and use of Applications is by Authorized Users only, and that all such use and access is in compliance with this Agreement and applicable laws, regulations, and rules. All Authorized Users will be required to sign the Usage Policy and Privacy Statement and provide the signed document to the Probation Department. Upon entering Applications, each Authorized User may be required to acknowledge that they are bound by the Usage Policy and Privacy Statement. The Probation Department reserves the right in its sole discretion to deny any user access and use of Applications, or require any user to return or destroy any Probation Department records or information obtained through Applications. The Probation Department further reserves the right to amend the Usage Policy and Privacy Statement.

1.4   **Mandatory Training.** Consultant shall attend training in the use of Applications. Applications training will be provided by the Probation Department to Consultant trainer(s), who will train Authorized Users. Training for Authorized Users will be approximately two hours and shall be completed prior to accessing any information in Applications. Consultant understands that Applications information may contain Criminal Offender Record Information (CORI) as defined in Sections 13300, 11105, and 11105.1 of the Penal Code, and shall only be accessed, obtained, provided, or disclosed by or to an authorized person conducting official business for

Consultant. Further, all Authorized Users shall be advised of criminal penalties for misuse of public information as defined in Section 6200 of the Government Code, misuse of CORI pursuant to Sections 13302 through 13304 and Sections 11140 through 11144 of the Penal Code, and general computer crimes as enumerated in Section 502 of the Penal Code. Consultant shall acknowledge in writing the understanding of the restrictions enumerated in this Agreement. The Usage Policy and Privacy Statement will be provided at the mandatory training, and shall be signed by each Authorized User. If an Authorized User refuses to sign the Usage Policy and Privacy Statement, the employee shall not be granted access to Applications.

1.5 **Licenses.** Caseload Explorer, Ce Drug Testing, Ce Check-In, Ce Pretrial, and AIMS Pretrial are licensed from AutoMon, LLC ("AutoMon"). Noble Juvenile, Noble Adult, DataMart Juvenile, and DataMart Adult are licensed from Noble Software Group, LLC ("Noble"). Access to and use of Applications are subject to license agreements between the Probation Department and AutoMon and Noble ("Licenses"). Consultant acknowledges and agrees that the Licenses strictly limit the right of the Probation Department to grant Consultant access to and use of Applications on a read-only basis and that any use of Applications which exceed the grant contained in this Agreement may violate the Licenses.

1.6 **Passwords.** Each User will receive a password and account designation upon completing the appropriate registration process determined by the Probation Department for the purpose of accessing Applications via the physical, internal networks, and the Consultant's wireless network. Authorized Users shall not share the User password provided by the Consultant with any other person, or permit any other person to access the user account. Consultant shall be responsible for ensuring that each Authorized User maintains the confidentiality of the User password and account and for all activities that occur under each User's password or account including, without limitation, any unauthorized sharing of or access to such password or account with any other employee or third party. The Probation Department shall retain a list of all Authorized Users and each Authorized User's account name.

1.7 **Data Protection.** If a previously Authorized User is no longer authorized to access information in Applications, Consultant will immediately notify the Probation Department by e-mail. The Probation Department shall ensure the previously Authorized User's account is deactivated immediately. Consultant shall also ensure the physical security of any electronic or hard copy reproduction of accessed Applications' information. This includes ensuring the Applications' information is kept in a confidential file or location until no longer needed. When the Applications' information is no longer needed, Consultant shall ensure proper destruction of the information, including shredding. In addition, Consultant shall ensure the physical security of the electronic equipment used to access Applications' information. This includes ensuring any Applications' system data is removed from any electronic equipment that will no longer be used to access Applications' information. Further, Consultant agrees to immediately notify the Probation Department of any unauthorized use of a password or account or any other breach of security, or what appears to be a breach of security. Consultant recognizes the sense of urgency to protect authorized information resulting from any possible security breach. Lastly, Consultant shall ensure that each Authorized User exits from his/her account at the end of each session or when not in use.

1.8 **Postings to Applications.** Consultant agrees not to use Applications' physical, internal networks, and the Consultant's wireless network to upload, post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, or otherwise objectionable, or which Consultant does not have a right to make available under any law, regulation, or rule.

1.9 **Indemnity.** Consultant shall be responsible and indemnify the Probation Department for any loss or damage arising from Consultant's failure to comply with this Agreement, including any such failure by any employee, contractor, or agent of Consultant.

2. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

Probation Department's Duty. The Probation Department will make reasonable efforts to maintain Applications and the accuracy of the records and information residing therein; however, the Probation Department assumes no obligation whatsoever that access to Applications will be continuous or uninterrupted, that the information and records accessed through Applications are complete or accurate, or that Consultant will be able to access and use Applications or the records or information contained therein.

Exhibit "C"

Usage Policy and Privacy Statement

The El Dorado County Probation Department ("Probation Department") provides each Authorized User ("User") with this Usage Policy and Privacy Statement in order to disclose the terms and conditions which govern your access to and the use of Caseload Explorer, Ce Drug Testing, Ce Check-In, Ce Pretrial, and AIMS Pretrial through AutoMon, LLC; and Noble Juvenile, Noble Adult, DataMart Juvenile, and DataMart Adult through Noble Software Group, LLC (collectively "Applications").

Usage Policy

All usage of Applications is governed by this Usage Policy.

Use of Applications
Applications are provided solely to assist you in your work for the relevant entity with which you are contracted. Use of Applications for any other purpose is prohibited.

Expectations
In using Applications you should have no expectation of privacy. Your use of Applications may be monitored at any time to assure compliance with these policies. Reports on Applications activity may be regularly reviewed to ensure that systems are functioning efficiently and that Applications usage is work-related.

You will enforce or abide by any restrictions or directions indicated in an "alert" box that appears when a specific case is accessed.

Responsibilities of Authorized Users
Obey the law.

You may use Applications only for legitimate, contract-related purposes. Do not use Applications for non-work related or illegal activities, as Applications information may be Criminal Offender Record Information (CORI) as defined in Sections 13300, 11105, and 11105.1 of the Penal Code, and shall only be accessed, obtained, provided, or disclosed by or to an authorized person conducting official business. Further, you are advised of criminal penalties for misuse of public information as defined in Section 6200 of the Government Code, misuse of CORI pursuant to Sections 13302 through 13304 and Sections 11140 through 11144 of the Penal Code, and general computer crimes as enumerated in Section 502 of the Penal Code. Violating these policies may be grounds for imposition of penalties set forth in Government Code section 8314.

Do not use Applications to conduct the business of for-profit or nonprofit organizations, to solicit funds, or to advance political, religious, or other ideological causes. You may not use Applications for personal purposes; no incidental or minimal use of Applications is permitted for non-work activities.

Confidentiality and Access
Safeguard confidential information.

Access to Applications is permitted only if your contracted work duties require you to do so, and you may access only those Probation Department records and information to which you are authorized. You may not access any other records or information. You may not use or disclose any Probation Department records or information obtained from Applications except as may be necessary within the scope of your contract. The Probation Department may access your files for any reason and requires that you provide logins or passwords for such access.

Report any violations of these policies.

You are required to notify the Probation Department immediately concerning ANY possible security breach of Applications.

Privacy Statement

Users of Applications should have no expectation of privacy. Applications usage may be monitored at any time to assure compliance with these policies. Monitoring reports might disclose the date, time, and information that was viewed by any Authorized User.

Information Collected and Stored
For each Authorized User, Applications servers may gather and store certain information including, without limitation, the following:

1. Your username
2. The date and time of your access to Applications
3. Any profile/case information accessed

How This Information Is Used
The Probation Department may use this information to monitor your activity in Applications. The Probation Department may use personally identifiable information to enforce this Usage Policy or in response to legal process; for example, in response to a subpoena. The Probation Department also may disclose such information in response to a law enforcement agency's request, or where it is believed is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

Although the Probation Department takes appropriate measures to safeguard against unauthorized disclosures of information, it cannot assure you that personally identifiable information that is collected will never be disclosed in a manner that is inconsistent with this Usage Policy.

I understand this Usage Policy and Privacy Statement. I understand that if I fail to follow any of the provisions in this Usage Policy and Privacy Statement, I will no longer be authorized to access Applications. I also understand that if I refuse to sign this Usage Policy and Privacy Statement, I will not be authorized to access Applications.

By: _____   Dated: _____
      Name

_____
      Title