

AGREEMENT FOR SERVICES #045-S1610 (FENIX #92)
AMENDMENT III

This Amendment III to that Agreement for Services #045-S1610, 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 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, Contractor has been engaged by County to provide training, access, and use license of Noble Assessment Platform, a cloud-based service hosted by Noble Software Group, LLC, in accordance with Agreement for Services #045-S1610, dated October 28, 2015, Amendment I, dated May 17, 2016, and Amendment II, dated February 14, 2017 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the amount of said Agreement, hereby amending **ARTICLE V-Compensation for Services, EXHIBIT A- Licensed Software, and EXHIBIT D-Pricing**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #045-S1610 shall be amended a third time as follows:

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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;

Summary of Costs

The costs listed are based on the assumptions and requirements listed. Additional costs may apply should those assumptions and requirements not hold true.

For cloud-based installations, a yearly hosting fee is incurred.

Deliverable	Summary	Price
Deliverable 1	Noble Assessment Platform – Yearly Hosting Fee (Original \$14,000, AMD I \$14,000, &AMD II \$3,273)	\$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	
Deliverable	Summary	Price
Total 1 st Year	Hosting Fee + 6 Days Training 11/01/15 - 10/31/16 Juv \$14,000, Training (6 Days) \$13,200	\$27,200
Total 2 nd Year	Hosting Fee + 4 Days Training 11/01/16 - 10/31/17 Juv \$14,000, Adult (May-Oct) \$7,000, Training (4 days) \$8,800, Noble View \$3,273	\$33,073
Total 3 rd Year	Hosting Fee 11/01/17 - 10/31/18 Juv \$14,000, Adult \$14,000, Noble View \$3,273	\$31,273
	Additional Expenses for Per User Costs	
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.

Except as herein amended, all other parts and sections of that Agreement #045-S1610 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Stephen Heggen
Deputy Chief Probation Officer
Probation Department

Dated: _____

Requesting Department Head Concurrence:

By: _____
Brian Richart
Chief Probation Officer
Probation Department

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #045-S1610 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

NOBLE SOFTWARE GROUP, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____
Diana Norris
President
"Contractor"

Dated: _____

By: _____
Aaron Picton
Chief Financial Officer

Dated: _____

**EXHIBIT A: LICENSED SOFTWARE
Amendment II**

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

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 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