

ORIGINAL

AGREEMENT FOR SERVICES #045-S1610
AMENDMENT I

This Amendment I to that Agreement for Services #405-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, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add Adult Assessment Licensed software, add three additional training days, and to increase the contract by \$34,600.00 to said Agreement, hereby amending **ARTICLE II-Scope of Services, 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 first time as follows:

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EL DORADO COUNTY
2015 APR 29 PM 4: 17

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 30 users within El Dorado County Probation. The Platform will be provisioned with the following automated assessments:

YOUTH	ADULT
<input type="checkbox"/> PACT Pre	<input type="checkbox"/> SRNA-Static Risk Needs Assessment
<input type="checkbox"/> PACT Full	<input type="checkbox"/> ONA-Offender Needs Assessment
<input type="checkbox"/> DRAI	<input type="checkbox"/> Static 99R
<input type="checkbox"/> PREA	<input type="checkbox"/> Virginia Pre-Trial Tool
<input type="checkbox"/> MAYSI-II	

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 El Dorado's unique needs are included with the product at no extra charge.

Every installation of Noble's Assessment Platform comes standard with our forms designer. This is the same tool Contractor Engineers use to build Noble's assessments, and it's available at no charge to users within your agency. This powerful tool allows the creation of custom forms and assessments by your own agency 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 of \$2,200.
- 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 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;

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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	\$14,000
Deliverable 2	Training-10 days	\$22,000
Maintenance	Maintenance for Assessment Platform	n/a
Total 1st Year	Hosting fee + 10 days training	\$36,000
Total 2 nd Year	Hosting fee	\$28,000
Total 3 rd Year	Hosting fee	\$28,000

Total amount of this Agreement shall not exceed \$92,000.00.

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: 4-19-16

Requesting Department Head Concurrence:

By: 
Brian Richart
Chief Probation Officer
Probation Department

Dated: 4/29/16

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

-- COUNTY OF EL DORADO --

Dated: 5/17/16

By: 
Ron Mikulago Chair
Board of Supervisors
"County"

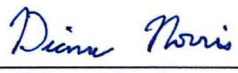
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 5/17/16

-- CONTRACTOR --

NOBLE SOFTWARE GROUP, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: 
Diana Norris
President
"Contractor"

Dated: 7/28/2016

By: 
Aaron Picton
Chief Financial Officer

Dated: 4/26/16

**EXHIBIT A: LICENSED SOFTWARE
Amendment I**

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

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

**EXHIBIT D: PRICING
Amendment I**

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 **\$28,000 USD for following years.**

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

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
Stakeholder Training	1
Implementation Training	3
User Assessment and Case Plan Training-Youth	2
User Assessment and Case Plan Training-Adult	2
Refresher Training	2